Case 3:20-cv-01568 Document 1 Filed 10/22/20 Page 1 of 9

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

CIVIL NO.

Plaintiff

V.

Foreclosure of Mortgage

ARNALDO LUIS ORTIZ SUÁREZ, MARÍA

CELESTE PACHECO COLÓN, and their Conjugal Partnership

Defendants

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

- Jurisdiction of this action is conferred on this Court by 28 1. U.S.C. Section 1345.
- Plaintiff, United States of America, is acting through the 2. United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of three (3) promissory notes that affect the property described further below.
- The first promissory note is for the amount of \$84,700.00, with 3.

- annual interest of 5.00%, subscribed by defendants ARNALDO LUIS ORTIZ SUÁREZ and MARÍA CELESTE PACHECO COLÓN on May 14, 1993. See Exhibit 1.
- 4. For the purpose of securing the payment of said promissory note, defendants ARNALDO LUIS ORTIZ SUÁREZ and MARÍA CELESTE PACHECO COLÓN executed a voluntary mortgage on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 26, before Notary Public Enrique Alcaraz Casablanca. See Exhibit 2.
- 5. On January 29, 2010, the promissory note in the amount of \$84,700.00 was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 16 subscribed before Notary Public Susan Báez Dixon. See Exhibit 3.
- 6. The second promissory note is for the amount of \$17,190.00, with annual interest of 3.75%, subscribed by defendants ARNALDO LUIS ORTIZ SUÁREZ and MARÍA CELESTE PACHECO COLÓN on July 22, 1999. See Exhibit 4.
- 7. For the purpose of securing the payment of said promissory note, defendants ARNALDO LUIS ORTIZ SUÁREZ and MARÍA CELESTE PACHECO COLÓN executed a voluntary mortgage on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 61, before Notary Public Franklin Rodríguez Mangual. See Exhibit 5.
- 8. On January 29, 2010, the promissory note in the amount of

- \$17,190.00 was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 16 subscribed before Notary Public Susan Báez Dixon. See Exhibit 3.
- 9. The third promissory note is for the amount of \$30,000.00, with annual interest of 2.875%, subscribed by defendants ARNALDO LUIS ORTIZ SUÁREZ and MARÍA CELESTE PACHECO COLÓN on May 7, 2010. See Exhibit 6.
- 10. For the purpose of securing the payment of said promissory note, defendants ARNALDO LUIS ORTIZ SUÁREZ and MARÍA CELESTE PACHECO COLÓN executed a voluntary mortgage on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 75, before Notary Public Susan Báez Dixon. See Exhibit 7.
- 11. According to the Property Registry, defendants are the owners of record of the real estate property subject of this case.

 Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Porción de terreno sita en el Barrio Indiera Baja de Maricao, compuesta de 41.52 cuerdas, equivalentes a 16 hectáreas y 32 áreas. En linderos: NORTE, con Francisco Frontera, separados en parte por una quebrada hoy de Juan Rodríguez; SUR, con terrenos de Silvestre Bartolomey, separados por un camino vecinal y terrenos de José Aymat; ESTE, con terrenos de la Sucesión Tomás Martínez, hoy de Federico Aymat; OESTE, con terrenos de Francisco Fronteras.

Contiene dos casas dedicadas a vivienda, de madera y zinc, otra dedicada a tienda, de madera y zinc y otra, dedicada a escuela, de madera y

zinc.

PROPERTY NUMBER: 706, recorded at page 100 of volume 114 of Maricao, Registry of the Property of San Germán, Puerto Rico.

See Title Search attached as Exhibit 8.

- 12. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See Exhibit 8.
- 13. Defendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
- 14. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
- 15. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certifications of Indebtedness included herein as Exhibit 9 the

following amounts:

- a) On the \$84,700.00 Note:
 - 1) The sum of \$99,393.43, of principal;
 - 2) The sum of \$46,678.58, of interest accrued as of September 25, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of 12.9348;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- b) On the \$17,190.00 Note:
 - 1) The sum of \$12,225.04, of principal;
 - 2) The sum of \$4,884.58, of interest accrued as of September 25, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of 1.2560;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- c) On the \$30,000.00 Note:
 - 1) The sum of \$30,000.00, of principal;
 - 2) The sum of \$8,745.95, of interest accrued as of

- September 25, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of 2.3630;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- 16. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
- 17. Defendants are not currently active in the military service for the United States. See Exhibit 10.

VERIFICATION

- I, JACQUELINE LAZÚ LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Acting Director of the Loan Resolution Task Force of the United States Department of Agriculture, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:
 - 1) My name and personal circumstances are stated above;
- 2) I subscribe this complaint as the legal and authorized representative of the plaintiff;
 - 3) Plaintiff has a legitimate cause of action against the

defendants above named which warrants the granting of relief requested in said complaint;

- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligations subject of this foreclosure, or bought the property subject to said mortgages;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 19 day of October, 2020.

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

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- a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 9 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;
- e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;
- f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other

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junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this day of ,2020.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913
FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 9300
SAN JUAN, PR 00908
TEL. 787-751-5290
FAX. 787-751-6155
EMAIL: dcfilings@fortuno-law.com

1521.282

Formulario FmHA 1940-17(5) (Rev. 10-89)	CLASE DE PRESTAVO	
DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS ADMINISTRACION DE HOGARES DE AGRICULTORES	Tipo: Regular El Recursos I	Limitados
PAGARE	DE Corsolidated Farm and Rural D Description Agricultural Credit Act of 1978	evelopmentAct Adjustment
ARNALDO LUIS ORTIZ SUAREZ	ACCION QUE REQUIERE PAGARE	
Estado PUERTO RICO Caso Num. 63-18-58 1155835 Código de Fondos Num. de Prestamo	☐ Préstamo Inicial ☐ Préstamo Subsiguiente ☐ Consolidación y Préstamo Subsiguiente ☐ Venta a Crédito	☐ Restructuración ☐ Reamortización ☐ Consolidación ☐ Reducción de Deuda
41 01	☐ Pagos Diferidos ☐ Servidumbre de Conservación	
Hogares de Agricultores del Departamento de Agricul "Gobierno") o su cesionario en su oficina en MF o en otro sitio designado por el Gobierno por escri SETECIENTOS	AYAGUEZ, PUERTO RICO— to, la suma principal de OCHENTA 700.00) más intereses sobre el p ra un prestamo de Recursos Limitados le CAMBIAR EL PORCIENTO DE INTERES, de res, ro más frecuente que trimestrain cipación a su última dirección. El r ablecido en los reglamentos de la Adr	Y CUATRO MIL principal adeudado al CINCO dólares (\$) (indicado en el encasi- e acuerdo con los regla- mente, mutificardo por mevo tipo de interes no
Principal e intereses serán pagados en 41 plaz tipo de interés diferente en o antes de las siguien	os, según indicado abajo, excepto si stes fechas:	es modificado por un
\$250.00 en 01-01 de 19 94	\$ 500.00 en 01-01	de 19_95
\$1,000 en 01-01 de 19 96	\$2,000. en 01-01	de 19 <u>_9</u> 7
\$4,000 en 01-01 de 19 98	\$ <u>6,000 en 01-01</u>	de 19 <u>_9</u> 9
\$ en de 19	\$ en	de 19
\$ de 19	\$en	de
\$ en de 19	\$ en	de
	no hasta que el principal e intereses	sean completamente pagados

En cada pagaré reamortizado, consolidado o restructurado, los intereses acumulados por más de roventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses acumulados durante el período de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

y \$ 6,000 , subsiguientemente cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aqui evidenciada, de no ser pagada anteriormente, vencerá y será pagadero mayo 14,2033 de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee mas abajo. La consideración aquí envuelta respaldará cualquier convento modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a arotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

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Pagos adelantados de los plazos hados o cualquier parte de los mismos, hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de aborarse a los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará hacierdo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos reteridos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado reterido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se deverguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno, pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno constenta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si ura "Consolidación y un Préstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Restructuración" o una "Reamortización" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una restructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

CLAVE Y NUM. DEL PRESTAMO	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
	\$ 7.	,19		,19
	\$ 7.	,19		,19
	\$ *	,19		,19
	\$ *	,19		,19
	\$ 7.	,19		
<u> </u>	\$ 7.	,19		
	\$ 7.	,19		

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadasmo son afectadas por el otorgamiento de esta consolidación, reamortización o restructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENTO DE REFINANCIAMIENTO (GRADUACION): Si en cualquier tiempo el Gobierno determirare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si algura parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir ura cosecha agrícola según explicado en el Exhibit M de la Subparte G de la Parte 1940 del 7CFR. Si (1) el término del préstamo excede del 1ro, de enero de 1990, pero no al 1ro, de enero de 1995, y (2) el prestatario intenta producir ura cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el 1ro, de enero de 1990, o dos años después de que el Servicio de Corservación de Suelos (SCS) haya conpletado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la pérdida de la exención de la restricción de conservación de terreno altamente erodable, según la parte 12 del 7CFR, el prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al 1ro, de enero de 1995. El prestatario además conviene en que deberá demostrar antes del 1ro, de enero de 1995 que cualquier producción de cosechas en terrenos altamente erodables después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré, COTETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierro de conformidad con la "Corsolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTANO". Este pagaré está sujeto a los reglamentos presentes de la Administracion de Rogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aqui consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

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(SELLO)

ARNALDO LUIS ORTIZ SUAREZESTATĀRIO

MARIA CELESTE PACHECO (Prestatario)

HC--038943

(Direccion del Prestatario)

LARES, P.R. 00669

RECISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 84,700.	5-14-93	\$		\$	
\$		\$		\$	
\$		<u> </u>		\$	
\$		\$		ŝ	

TOTAL \$ 84,700.00

ALLONGE

PAGARÉ ORIGINAL POR: \$84,700.00

ESCRITURA: #26 de 14 de mayo del 1993 ante el notario Enrique Alcaraz Casablanca

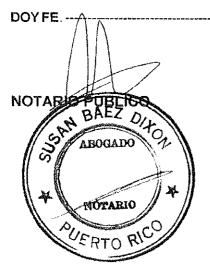
ESCRITURA DE MODIFICACIÓN: #16 de 29 de enero del 2010 ante la notario

Susan Báez Dixon

A FAVOR DE: Estados Unidos de América

SUSCRITO POR: Arnaldo Luis Ortiz Suárez y María Celeste Pacheco Colón

El importe de este pagaré liquidado al día veintinueve (29) de enero del dos mil diez (2010) refleja un balance total de principal de OCHENTA Y DOS MIL NOVECIENTOS SETENTA Y DOS DÓLARES CON CUARENTA Y OCHO CENTAVOS (\$82,972.48) y de intereses de DIECISEIS MIL CUATROCIENTOS VEINTE DÓLARES CON NOVENTA Y CINCO CENTAVOS (\$16,420.95), para un total de principal e intereses que suman NOVENTA Y NUEVE MIL TRESCIENTOS NOVENTA Y TRES DÓLARES CON CUARENTA Y TRES CENTAVOS (\$99,393.43), acordando las partes aquí comparecientes que esta hipoteca será pagadera de la siguiente forma y manera: plazos anuales de SIETE MIL CIENTO NOVENTA Y SIETE DÓLARES (\$7,197.00) cada uno, comenzando el día veintiocho (28) de enero del dos mil once (2011), y así sucesivamente todos los días veintiocho (28) de enero de cada año, siendo vencedero el último plazo en veintitres (23) años a partir del otorgamiento de esta escritura. Los intereses de esta deuda se computarán a razón del cuatro punto setecientos cincuenta porciento anual (4.750%) del principal no pagado, acordando las partes hacer extensiva la presente hipoteca a todos los frutos que produzca la propiedad.



Form FmHA 1940-17(S) (Rev. 10-89) TYPE OF LOAN UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION Regular Type: _____ Limited Resources In accordance with: Consolidated Farm and Rural Development Act PROMISSORY NOTE ☐ Emergency Agricultural Credit Adjustment Act Name: ACTION REQUIRING NOTE: ARNALDO LUIS ORTIZ SUAREZ Initial Loan ☐ Restructuring ☐ Re-amortization State: ☐ Subsequent Loan Office: PUERTO RICO ☐ Consolidation MAYAGUEZ ☐ Consolidation and ☐ Debt Reduction Case Number: Date: Subsequent Loan 63-18-581155835 5/14/93 Sale on Credit Fund Code Loan No. ☐ Deferred Payments 41 01 ☐ Conservation easement FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its assigns, at its offices in MAYAGUEZ, PUERTO RICO or at such other place as the Government may later designate in writing, the principal sum of EIGHTY-FOUR THOUSAND SEVEN HUNDRED dollars (\$84,700.00), plus interest on the unpaid principal at FIVE PERCENT (3.75%) per annum and ___ __ dollars (\$ __ of interest that may not be Capitalized. If this promissory note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than on a quarterly basis, and shall notify Borrower by mail at his/her last known address thirty (30) days in advance. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above. Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates: \$ <u>250.00</u> on 01-01 ,1994; \$ 500.00 on 01-01 , 1995; \$ 1,000 on 01-01 ,1996; \$ <u>2,000</u>. on 01-01 , 19<u>97</u>; \$ 4,000 on 01-01 ,1998; \$6,000 on 01-01 , 1999; \$ ______ on ______, \$ _____, on _____, ___; \$ ______ on ______,

and \$ 6,000.00 thereafter each year until the principal and interests are fully paid, except for the final payment on the entire debt evidenced herein, which, if not sooner paid, shall be due and payable May 14, 2033 from the date of this promissory note, with the exception that advance payments may be made as provided below. The consideration herein shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not paid in advance at the time of the loan closing, the loan finds shall be advanced to the Borrower requested by the Borrower and approval by the Government. Approval by the Government will be provided the advance is requested for a purpose authorized by the Government. Interests will accrue on the amount of each advance from its actual date as shown in the Record of Payment at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Payment.

Interest accumulated for over ninety (90) days on each promissory note that is re-amortized, consolidated, or re-structured must be added to the principal and this new principal shall accrue interest at the percentage rate established by this document.

Any payment made on any debt established by this promissory note shall be applied first to the interest accrued during the deferment period, second to interest computed as of the effective date of payment, and lastly to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the Borrower's option. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government does assign this promissory note and ensure payment of the same, Borrower shall continue making payments to the Government as the holder's collection agent.

Whenever this promissory note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder or, except for the final payment, such payments may be retained by the Government and transferred to the holder based on the date the annual installment is due. The effective date of each payment made by the borrower, except payments retained by the Government and transferred to the holder based on the date the annual installment is due shall be the date of the Treasury check remitted by the Government to the holder. The effective date of any payment retained by the Government and transferred to the holder based on the date the annual installment is due shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled that accrues between the effective date of such advance payments and the date of the Treasury check remitted to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or invested in any way under the terms of any security agreement or other instrument granted in relation to the loan herein established shall, at the Government's option, become part of the loan and shall accrue interest at the same rate as the principal of the debt herein established and shall be immediately due and payable by the Borrower to the Government without need of payment order.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan established herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this loan is made to a Farm Owner (FO).

If "Consolidation and Subsequent Loan," "Debt Reduction," "Consolidation," "Restructuring" or "Re-amortization" is marked in the upper box of the first page under the section "Note Required For," this promissory note is granted to consolidate, reamortize or as evidence of a restructuring, but not in satisfaction of the principal and interest of the following promissory note(s) or subrogation agreement(s) (new terms):

LOAN CODE AND NUMBER	PROMISSORY NOTE VALUE	INTEREST RATE	DATE	ORIGINAL BORROWER	LAST INSTALLMENT DUE
	\$	%	,19	 	.19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		
	\$	%	,19		
	\$	%	,19		

The security documents taken in relation to the loans established by these described promissory notes or other related obligations are not affected by the granting of this consolidation, re-amortization or restructuring. These security instruments shall remain in effect and the security offered for the loans established by the described promissory notes shall remain as guaranty for the loan established by this promissory note and for any other related obligations.

REFINANCING AGREEMENT (GRADUATION): If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at an interest rate and on terms deemed reasonable for loans of similar purposes time periods and considerations, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this promissory note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-ERODIBLE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, subsection G of Part 1940 of 7CFR. If (1) the loan period extends beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower attempts to produce crops on highly-erodible soils exempt from the restrictions under Exhibit M until January 1, 1990, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the borrower's farm, whichever occurs later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must show that he/she is actively applying a soil conservation plan on the highly-erodible land that has been approved by the Soil Conservation Service (SCS) or by the corresponding Soil Conservation District if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he/she must show that any crop production on highly erodible land after said date shall be done according to a conservation plan approved by the Soil Conservation District, in accordance with the requirements of the Soil Conservation Service.

DEFAULT: Failure to pay any debt evidenced herein when due, or violation of any condition or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default under the terms of this promissory note. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box 'TYPE OF LOAN." This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

(Borrower)
(Borrower)

		RECORDS	OF ADVANC	CES	
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$84,700.	5-14-93	\$		8	
S		\$		 \$	T
\$		\$		S	
\$		\$		S	
			TOTAL	\$84,700.00	

ALLONGE

ORIGINAL PROMISSORY NOTE FOR: \$84,700.00

DEED: #26 of May 14, 1993, before the notary Enrique Alcaraz Casablanca

MODIFICATION DEED: #16 of January 29, 2010, before the notary Susan Báez Dixon

IN FAVOR OF: United States of America

SIGNED BY: Arnoldo Luis Ortiz Suárez and María Celeste Pacheco Colón

The amount of this promissory note, calculated as of January twenty-nine (29), two thousand ten (2010), reflects a total principal balance of EIGHTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS AND FORTY-EIGHT CENTS (\$82,972.48) and interest of SIXTEEN THOUSAND FOUR HUNDRED TWENTY DOLLARS AND NINETY-FIVE CENTS (\$16,420.95), for a total, including principal and interest, of NINETY-NINE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FORTY-THREE CENTS (\$99,393.43). The parties appearing herein agree that this mortgage shall be payable as follows: annual installments of SEVEN THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$7,197.00) each, beginning on January twenty-eight (28), two thousand eleven (2011), and subsequently on each January twenty-eight (28) of each year, with the last installment coming due twenty-three (23) years from the granting of this deed. The interest on this debt shall be calculated at a rate of four point seven hundred fifty percent per annum (4.750%) on the unpaid principal. The parties agree to include in this mortgage all yields produced by the property.

In the city of Mayagüez, Puerto Rico, on January twenty-nine (29), two thousand ten (2010).

I DO ATTEST.

[Signature]

NOTARY PUBLIC

[Seal]

Forma FmHA 427-1(S) PR (Rev. 10-82) NUMERO VEINTASEIS NUMBER ----HIPOTECA VOLUNTARIA--VOLUNTARY MORTGAGE En Mayaguez, Puerto Rico, a los CATORCE ----- días del mes de MAYO --- de mil novecientos noventa y tres.------ANTE MI-BEFORE ME ---LICENCIADO ENRIQUE ALCARAZ CASABLANCA, ---Abogado y Notario Público de la Isla de Puerto Rico con residencia en Mayaguez, Attorney and Notary Public for the Island of Puerto Rico, with residence in Puerto Rico, -----y oficina en Mayaguez, Puerto Rico, ----Puerto Rico, --------COMPARECEN----APPEAR dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances-Doy se del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration la the specific property, and they have, in my judgment, the necessary legal capacity to grant this--DECCIO: DE ----EXPONEN----WITNESSETH: BAN GERMAI parrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same----SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens se especifican en el párrafo UNDECIMO.--- specifical in paragraph ELEVENTH herein.---TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States América, actuando por conducto de la Administración de Hogares de Agriculto-of America, acting through the Farmers Home Administration,

un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)—— rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more, It is required by-----el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the-----hayan estimado sobre la propiedad hipotecada. CUARTO: Se sobreentiende que:-FOURTH: It is understood that:----(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in thesuma de principal especificada en el mismo, concedido con el propósito y la inten-principal amount specified therein made with the purpose and intentionción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note andasegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-Oneconsolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of --la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended .-(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgageeser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn, prestamista asegurado.---will be the insured lender .----(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, the dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-AZCASAB with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.---and interest. الت (Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el ac (Four) At all times when payment of the note is insured by the mortgagec, edo hipotecario, el acreedor hipotecario, por convenio con el prestamista aseguido, the mortgagee by agreement with the insured lenderdeterminarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-8 40 Q٤ (Cinco) Una condición del aseguramiento de pago del pagaré será de que e (Five) A condition of the insurance of payment of the note will be that the holder dor cederá todos sus derechos y remedios contra el deudor hipotecario y will forego his rights and remedies against the mortgagor and any THE GENERAL ene da - 2 -

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quiera otros en ición con dicho préstamo así como también a le poeneficios others in connection with said loan, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.----(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things, tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the que el acreedor inpotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to----de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debtconstituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any default-----plimiento por parte del deudor hipotecario.---by the mortgagor.-QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the notesea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-is held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-----NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the CARAZ CAS (b) En todo tiempo que el pagaré sea poseído por el prestamista asegurado en garande las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí insignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement set de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualificação endorsements by reason of any default by the mortgagor, and (c) in any

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subparrafo (Tres) del parrafo NOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure the cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagorcontenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagor -la presente constituye hipoteca voluntaria a favor del acreedor hipotecacio sobre hereby constitutes a voluntary mortgage in favor of the mortgagee on los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights, ... derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging, 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the rents, issues and profits thereof and revenues and ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or-sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining tolas fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor----por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect untilque las cantidades especificadas en el párrafo NOVENO con sus intereses antes y al amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses in case of foreclosure, the property will be answerable for the payment of the principal, interesu antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acreethereon before and after maturity until paid, losses sustained by thedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's accounthipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas with interest until repaid to the mortgagee, costs, expenses and-CASAS gastos y honorarios de abogado del acreedor hipotecario, toda extensión attorney's fees of the mortgagee all extensions and renewals of any of teng vación de dichas sobligaciones con intereses sobre todas y todo otro care said obligaciones entre interese and additionalistic con additionalistic a...ระศักล SEXTO DE deud de information de la patration de este documento.

SEXTO DE deud de information de la patration de la patration

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aquí garantizada demnizar y conservar libre de pérdida al acreedo. Potecario to the mortgagee hereoy secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. loss under its insurance of payment of the note by reason of any default by the mortgagor. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.---as collection agent for the holder .---(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los, and any deliquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores. regulations of the Farmer's Home Administration .-(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by an insured lender, rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holderdel pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.---referred to in paragraph FOURTH hereof for the account of the mortgagor .----Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído. Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgages or by an insured lender, may be creditepor el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance-Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this--párrafo devengará intereses a razón del CINCO----subparagraph shall bear interest at the rate of ---- por ciento (5 0/0)---per cent 5 0/0)-----Tankel a partir de la fecha en que venció el pago hasta la fecha en que el deudor per amum from the date on which the amount of the advance was due to the date of payment dario lo satisfaga.— cho el pagaré asegurado por el acreedor hipotecario, cualquier the rate have as is insured by the mortgagee, any u con reclamación en protección de los bienes hipotecadeimocrose F ount additioned by hes so impuestos u otro gasto similar or other similar charges by reason of the impuestos u otro gasto similar por razón de haber

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el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razon mortgagor's failure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance--hasta que los mismos sean satisfechos por el deudor hipotecario. --until repaid to the mortgagee .-(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage,teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagortecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the---designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance--hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant---del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the---pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or anyotra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee hipotecario determinare. determines (Seis) Usar el importe del préstamo evidenciado por el pagaré unicamente para (Six) To use the loan evidenced by the note solelylos propósitos autorizados por el acreedor hipotecario. ----for purposes authorized by mortgagee.-(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liensmenes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagee ---tecario bajo los términos de esta hipoteca.----under the terms of this mortgage .----(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against sire and other hazards as required..... ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro---nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against RAZC otros riesgos serán en la forma y por las cantidades, términos y condiciones que .SABC fire and other hazards will be in the form and amount and on terms and conditionsapprobate of acres of hipotecario. Consequer los biologicen buenas condiciones y prontamente unit ar fo keep the property in good condition and promptly make all projects are increased by the property in conservación de los bienes; no cumeter all repair los los commit nos conservación de los bienes; no cumeter all repair los los commit nos committes commit nos committes commi mitira que se cometa ainison deterioro de los bienes; ni removera ni demolera permit lo bacommitted and deterioration of the property; he will not remove nor demolish

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ningun edifici nejora en los bienes, ni cortará ni removerá mad Je la finca, any building or i provement on the property; nor will be cut or remove wood from the farm ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, où, gas, coal, or other minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from timeen tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time totiempo pueda prescribir.---time may prescribe,-tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagorhipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

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(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,----

una sinca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the sarm or any part of it-

menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operation-

ción o al arrendamiento.----

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deterthe security given is being lessened or impaired, and if such inspection or examination shall-

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo merdisclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the

deudor hips tearro as convenios de esta hipoteca.

The contraction of the person for the service of the right of possession of the person for the service of the right of possession.

RAL CASABO RAL CASABO DA ARIO-PUBU podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of itsintereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by said esta hipoteca, abandonare los bienes o voluntariamiente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee, dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-mortgages, is hereby authorized and empowered res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidencedciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare.————in what ever order and manner mortgagee may determine. (Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor (Fifteen) At uny time that mortgager determines that mortgagot ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagee's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to ASAS? incompetente, en quiebra, insolvente o hiciere una cesson en beneficio de su incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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dores, o los biene. parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----al acreedor hipotecario aquí garantizada, inmediatamente vencido y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisiona hereof; (Two) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) (Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenanta and agreements de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and rarios de abogado.----(Dicciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-obligacion herein set forth, and without affecting the liability----sabilidad de cualquier persona para el pago del pagaré of any person for payment of the note or any indebtedness. angula (122 deuda 291) es blenes o la prioridad del sea proffaye or the priority of yadantizada v sin alectar el gravamen impuesto s ecored hereby, and without affecting the lien created

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autoffrado y con poder en gravamen, el acreedor hipotecario es por la present said lien, the mortgagee is hereb y authorized and empoweed a

Evalution tiempo (Uno) renunciar el cumplimiente de eu any time (one) waive the performance of any covenant or obligation Stor German Evalquier convenio u obli-

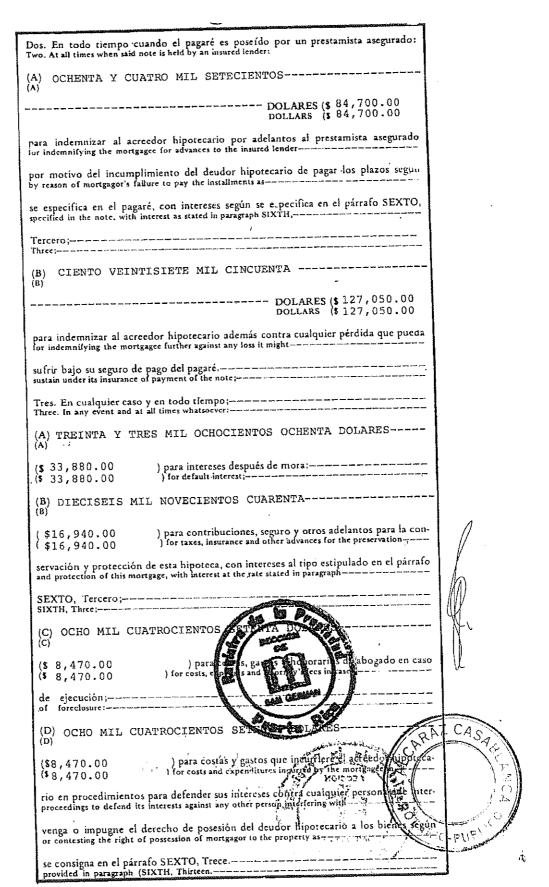
gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor anyindulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-consent of the holder of the note when it is held by mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecaan insured lender) or for payment of any indebtedness to mortgageerio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-hereby secured; or (three) execute and deliver partial releases of any----quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravamen constituído sobre postponement of this mortgage to any other lien over-(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage, parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively inacreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage heldo asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-or insured by mortgagee and executed or assumed by mortgagor, tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall constituirá incumplimiento de esta hipoteca.--constitute default hereunder. (Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law, será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,en el caso del aoreedor, hipotecario a Administración de Hogares de Agricultorest in the case of mortgagerest de Agricultore Administration, es of Artifulum St. Jan, Puerto Rico, and in the Departamento d United States Derrituge caso del deudore case of mortgag O, especifica más hereinafter .--(Veintidos) El deullor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee Forma FmHA 427-1(S) PR (Rev. 10-82)

el importe de quier sentencia obtenido por expropiación forzo para uso the amount of any judgment obtained by reason of condemnation proceedings for public público de los bienes o parte de ellos así como también el importe de la sentencia use of the property or any part thereof as well as the amount of any judgmentpor daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount soreceived to the payment of costs incurred in its collection and the balance to the payment pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario. ---mortgage, and if any amount then remains, will pay such amount to mortgagor. dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount OCHENTA Y CUATRO MIL SETECIENTOS DOLARES -----(\$84,700.00)-----OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to bemiento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the---las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and y aseguramiento del préstamo antes mencionado. GWEN WS DOLLARS (\$84,700.00) RECCION de diclimpagaré es intereses según estipulados a razón del CINCO umood ogsån note, __por ciento (5 º/o) anual; per cent (5 0/o) per annum; SAH GERWAN



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HA 427-1(S) PR	
J-82)	DECIMO: Que el pagaré(s) a que se hace referencia en el párrafo antiCERO TENTH: That the note(s) referred to in paragraph THIRD
	de esta hipoteca es (son) descrito(s) como sigue:
	"Pagaré otorgado en el caso número 63-18-581155835
ì	dated the
	CATORCE de mayo de mil novecientos day of nineteen hundred and
	noventa y trespor la suma de OCHENTA Y CUATRO
ļ	MIL SETECIENTOS (\$84,700.00)
	intereses sobre el balance del principal adeudado a razón del CINCOinterest over the unpaid balance at the rale of
	5%) por ciento anual, (5%) percent per annum,
	hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi- until the principal is totally paid according to the terms, installments,
	ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed
	entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the
	representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due
,	a los CUARENTA AÑOS (40)and payable
	años de la fecha de este pagaré.————————————————————————————————————
	Dicho pagaré ha sido otorgado como evidencía de un préstamo concedido por el Said promissory note is given as evidence of a loan made by the
	Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United
	Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act
	of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as
	han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers
CARAZ CA	de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha nume Administration and to its future regulations not inconsistent with the
A STORY	Lo le cuya descripción, yo, el Notario Autorizante (Notario Autorizante
البا	UNDECIMO: Que la propiedad objeto de la mastre escritura y sobjetisque se
PAP/O-PUB	Sinstituye Hipoteca Voluntaria, se describe como signa GERHAN voluntary mortgage is constituted, is described as follows:

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---RUSTICA: Porción de terreno sito en el Barrio----Indiera Baja del término Muncipal de Maricao, Puerto----Rico, compuesta de CUARENTA Y DOS (42) CUERDAS, ----equivalentes a dieciseis (16) hectareas, cincuenta (50) areas y setentiocho (78) centiáreas, en lindes por el--NORTE, con terrenos de Juan Rodríguez, hoy terrenos de---Juan Rodríguez, hoy terrenos de Francisco Frontera, ---separados en parte por una quebrada; por el SUR, con---terrenos de Silvestre Bartolomei, separados por un----camino vecinal y terrenos de José Aymat; por el ESTE---con terrenos de José Aymat y por el OESTE, con terrenos de Francisco Frontera. --------Contiene dos casa de madera y zinc, dedicadas a----escuela y según nueva mensura resultó tener una----cabida de cuarentiuna cuerdas y cincuentidos céntimos---(41.52 cds.) equivalentes a dieciseis (16) hectăreas---y treintidos áreas.-------Inscrita al folio 177 del tomo 66 de Maricao, finca-número 706, inscripción 9na.----Adquirió el prestatario la descrita finca por compra a ESTADOS UNIDOS DE Borrower acquired the described property by AMERICA REPRESENTADO POR DON ANDRES IRIZARRY RUIZ, ----según consta de la Escritura Número VEINTICINCO----pursuant to Deed Number de fecha CATORCE DE MAYO DE MIL NOVECIENTOS NOVENTA Y TRES, dated otorgada en la ciudad de Mayaguez, Puerto Rico,----executed in the city of ante el Notario FEDANTE, -----Dicha propiedad se encuentra libre de toda carga o gravamen. Said property is DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-TWELFTH: The parties appearing in the present deed as Mortgagors carios ARNALDO LUIS ORTIZ SUAREZ, Seguro Social 5 y su esposa doña MARIA CELESTE PACHECO COLON, Seguro---Social i, ambos mayores de edad, casados entre sī, propi vecinos de Lares, Puerto Rico.-1943 - LARES, PUERTO RICO 00 62 cuya dire Ŝ DECIMO TERCERO Listimporte del prestamo aquí consignado se usó ó sera asado I - PUBLICA THIRTEENTH: The proceeds of the foan herein guaranteed was used or will be used



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Forma FmHA 427-1PR (10-82)

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construcción y/o reparación y/o mejoras de las in para fines agricolas for agricultural purpose. and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s).-installations on the described farm(s) .-DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structuretura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loanaquí garantizado y no arrendará o usará para otros fines dicha estructura a menos berein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and theaptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed toejecución de la hipoteca. the foreclosure of the mortgage,-DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-or building existing on the farm(s) hereinbefore described and all improvement, ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while thetamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the presentdueños deudores o por sus cesionarios o causahabientes.-owners or by their assignees or successors. DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly andy solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors orrepresentantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgagee (Farmers Home Administration) cualquier derecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestead right (Homestead) that presently or in the futurepudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildingsalli enclavados o que en el futuro fueran o thereon or which in the future may be constructed; sta permitida a favor de la Administración de Hogares d in Javor de the Farmers Home Administration by nero trece del veintiocho (28) de mayo de mil 1969) (31 twenty-eights of May, nineteen hundred 1851 DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-SEVENTEENTH: Mortgagee and mortgagor agree that any quier estufa, horno, calentador comprado o financiado total o parcialmente con

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stove, oven, water heater, purchased or financed completely or partially with-

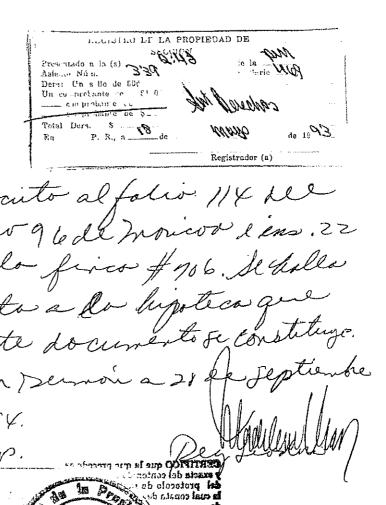
Forma FmHA 427-1PR fondos del préstamo aquí garantizado, se considerará e interpreterá como parte (10-82)funds of the loan herein guaranteed, will be considered and understood to form partde la propiedad gravada por esta Hipoteça.—————
of the property encumbered by this Mortgage.—————— y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforeseen circumstances vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will notificará por escrito al Supervisor Local.--notify it in writing to the County Supervisor. DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed en dicha finca durante la vigencia antes mencionada deberá ser construída previa-on said farm(s) during the term hereinbefore referred to, must be made with the previous autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-consent in writing of mortgagee in accordance with present regulations sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the federal and locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern estos tipos de préstamos.---these types of loans VIGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de TWENTIETH: This instrument also secures the recapture of cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)-U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)-----VIGESIMO-PRIMERO: El importe del préstamo aquí--consignado se usará para la compra de finca localizada en el Barrio Indiera Baja del término Municipal de --Maricao, QRZ-7 わっょ -PUBI

Forma FmHA 427-1(S) PR (Rev. 10-82)

ACCEPTACION————————————————————————————————————
El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once
yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes l, the authorizing Notary, have made to him (them) the pertinent legal warnings
Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute hefore me, the authorizing Notary, the appearing party (parties)
sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which
le(s) advertí
Después de ser lesda esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its-
en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura contente, place(s) his (their) initials on each of the folios of this deed
incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES
FE de todo el contenido de esta escritura. FAITH to everything contained in this deed.
FIRMADO: ARNALDO LUIS ORTIZ SUAREZMARIA CELESTE PACHECO COLON
CASABLANCA
CENTIFICO que la que precede es funcionero protocolo de instrumentos públicos de esta mi notaria, la cual consta de folios, la que libro a solicitud contes por la consta de folios, la que libro a solicitud contes correspondientes sellos de rentas internas y la estampilla del Colegio de Abogados de Puerto Rico. Y dejando nota al margen de su registro, la signo, sello, firmo y rubrico en igual fecha y nitio de su otorgamiento.
CASABLANCA









CERTIFICO: Que a solicitud de Farm Service Agency, hoy dia de su otorgamiento, expedi primera copia Pertificada de esta escritura que bonsta de sejs (6) falios DOY FE.

NOTARIO PÚBLICO

AOB M.C.P.C.

ESCRITURA NÚMERO DIECISEIS (16)
REAMORTIZACIÓN DE PRÉSTAMOS HIPOTECARIOS
Y MODIFICACIÓN DE HIPOTECASY
En la ciudad de Mayagüez, Puerto Rico, a los veintinueve (29) días del mes
de enero del dos mil diez (2010).
ANTE MI
—SUSAN BÁEZ DIXON, Abogada y Notario en y para el Estado Libre Asociado de
Puerto Rico, con residencia en Mayagüez y estudio notarial abierto en Mayagüez,
Puerto Rico.
COMPARECEN
AMÉRICA, actuando por conducto y a través del Administrador de la Administración
de Hogares de Agricultores, hoy FARM SERVICE AGENCY, a tenor con las
disposiciones de la Ley del Congreso titulada Consolidated Farmers Home
Administration Act of 1961 y/o Ley de Hogares de 1949, según ha sido
enmendada con oficinas principales en Washington, Distrito de Colombia, Estados
Unidos de América, representada en este acto por DOÑA ADA IRIS RIVERA
VÉLEZ, mayor de edad, soltera, en su carácter de Oficial de Crédito de FARM
SERVICE AGENCY y residente de Maricao, Puerto Rico, cuyo carácter consta
debidamente acreditado en el Registro de la Propiedad; y a quien identifico
mediante conocimiento personal.
DE LA SEGUNDA PARTE:-como el (los) DEUDOR(ES) HIPOTECARIO(S): DON
ARNALDO LUIS ORTIZ SUAREZ Y DOÑA MARIA CELESTE PACHECO COLÓN
a quienes identifico mediante los siguientes documentos con foto y firma; ambor
identificados mediante sus licencias de conducir válidas expedidas por el Estado
Libre Asociado de Puerto Rico. Ambos son mayores de edad, casados entre si
propietarios y vecinos de Maricao, Puerto Rico.
DOY FE
De haberme asegurado de la identidad del (de los) compareciente(s) deudor(es
hipotecario(s) por los medios establecidos por la Ley Notarial en el Artículo
Diecislete C (17C), documento(s) con firma y foto sometido(s) voluntariamente; de
conocer personalmente al representante del Acreedor Hipotecario, así doy fe po
sus manifestaciones que juzgo ciertas, las doy también de su edad, estado civi
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ocupación y vecindad. Me aseguran tener, y a mi juício tienen, la capacidad legal necesaria para comparecer en este acto, y en tal virtud libre y voluntariamente.---------EXPONEN-------PRIMERO:-Que los comparecientes de la segunda parte son dueños de la siguiente propiedad: -----RUSTICA:- Porción de terreno sita en el Barrio Indiera Baja de Maricao, con una cabida de CUARENTA Y UNO PUNTO CINCUENTA YDOS (41.52) CUERDAS, equivalentes a dieciseis (16) hectareas y treinta y dos (32) areas. En lindes por el NORTE, con Francisco Frontera, separados en parte con una quebrada hoy de Juan Rodríguez; por el SUR, con terrenos de Silvestre Bartolomey, separados por un camino vecinal y terrenos de José Aymat; por el ESTE, con terrenos de la Sucesión de Tomás Martinez, hoy de Federico Aymat; y po rel OESTE, con terrenos de Francisco Fronteras. Contiene dos casas de madera y zinc, dedicadas a escuela. -Inscrita al folio cien (100) del tomo ciento catorce (114) de Maricao, finca número setecientos seis (706).------SEGUNDO:-Que la propiedad anteriormente descrita está gravada con los gravamenes que a continuación se indican: ------A) HIPOTECA: A favor de los Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, por la suma de OCHENTA Y CUATRO MIL SETECIENTOS DÓLARES (\$84,700.00), intereses al cinco porciento (5.00%) anual y vencedera a los cuarenta (40) años, según consta de la escritura número veintiseis (26) de catorce (14) de mayo de mil novecientos noventa y tres (1993) ante el Notario Enrique Alcaraz Casablanca, la cual consta inscrita al folio ciento catorce (114) del tomo noventa y seis (96) de Maricao, inscripción vigesima segunda (22da) de la finca número setecientos seis (706). Esta hipoteca será motivo de reamortización y modificación mediante esta escritura. ----B) HIPOTECA: A favor de los Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, por la suma de DIECISISTE MIL CIENTO NOVENTA DÓLARES (\$17,190.00), intereses al tres punto setenta y cinco (3.75%) anual y vencedera a los veinte (20) años, según consta de la escritura numero sesenta y uno (61) de veintidos (22) de julio de mil novecientos noventa y nueve (1999) ante el Notario Franklin Rodríguez Mangual, la cual consta inscrita al folio cien (100) del tomo ciento catorce (114) de Maricao, inscripción vigesima tercera (23ra) de la finca número setecientos seis (706).------C) CONTRATO DE REFACCIÓN AGRÍCOLA: A favor de los Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores por la suma de DIECISIETE MIL CIENTO NOVENTA DÓLARES (\$17,190.00), intereses al tres punto setenticinco porciento (3.75%) anual y vencedera a los veinte (20) años. Así resulta de la escritura número sesenta y dos (62) la cual consta inscrita al folio cien (100) del tomo ciento catorce (114) de Maricao, inscripción vigesima cuarta (24ta) de la finca número setecientos seis (706).

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---TERCERO: Que la hipoteca identificada con la letra (A), anteriormente relacionada, al dia veintinueve (29) de enero del dos mil diez (2010) refleja un balance total de principal de OCHENTA Y DOS MIL NOVECIENTOS SETENTA Y DOS DÓLARES CON CUARENTA Y OCHO CENTAVOS (\$82,972.48) y de intereses de DIECISEIS MIL CUATROCIENTOS VEINTE DÓLARES CON NOVENTA Y CINCO CENTAVOS (\$16,420.95), para un total de principal e intereses que suman NOVENTA Y NUEVE MIL TRESCIENTOS NOVENTA Y TRES DÓLARE CON CUARENTA Y TRES CENTAVOS (\$99,393.43), acordando las partes aqui comparecientes que esta hipoteca será pagadera de la siguiente forma y manera: plazos anuales de SIETE MIL CIENTO NOVENTA Y SIETE DÓLARES (\$7,197.00) cada uno, comenzando el día veintiocho (28) de enero del dos mil once (2011), y así sucesivamente todos los dias veintiocho (28) de enero de cada año, siendo vencedero el último plazo en velntitres (23) años a partir del otorgamiento de esta escritura. Los intereses de esta deuda se computarán a razón del cuatro punto setecientos cincuenta porciento anual (4.750%) del principal no pagado, acordando las partes hacer extensiva la presente hipoteca a todos los frutos que produzca la

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ALOS M.C.P.C.

-La compareciente DOÑA ADA IRIS RIVERA VÉLEZ en su carácter que estenta, me entrega a mi la Notario, el pagaré garantizado con la hipoteca, identificado con la letra (A), quien me asegura no ha sido negociado, ni gravado en forma alguna, por su actual tenedor y poseedor, Estados Unidos de América, y una vez identificado, cerciorándome de que se trata del mismo pagaré identificado en esta escritura como el de la hipoteca relacionada en el Hecho Segundo, procedo a poner al dorso del mismo una anotación acreditativa que a continuación se indica: "El importe de este pagaré liquidado al dia veintinueve (29) de enero del dos mil diez (2010) refleja un balance total de principal de OCHENTA Y DOS MIL NOVECIENTOS SETENTA Y DOS DÓLARES CON CUARENTA Y OCHO CENTAVOS (\$82,972.48) y de intereses de DIECISEIS MIL CUATROCIENTOS VEINTE DÓLARES CON NOVENTA Y CINCO CENTAVOS (\$16,420.95), para un total de principal e intereses que suman NOVENTA Y NUEVE MIL TRESCIENTOS NOVENTA Y TRES DÓLARE CON CUARENTA Y TRES CENTAVOS (\$99,393.43), acordando las partes aquí comparecientes que esta hipoteca será pagadera de la siguiente forma y manera: plazos anuales de SIETE MIL CIENTO NOVENTA Y SIETE DÓLARES (\$7,197.00) cada uno, comenzando el día veintiocho (28) de enero del dos mil once (2011), y así sucesivamente todos los días veintiocho (28) de enero de cada año, siendo vencedero el último plazo en veintitres (23) años a partir del otorgamiento de esta escritura. Los intereses de

esta deuda se computarán a razón del cuatro punto setecientos cincuenta porciento anual (4.750%) del principal no pagado, acordando las partes hacer extensiva la presente hipoteca a todos los frutos que produzca la propiedad. -------En la ciudad de Mayagüez, Puerto Rico, a los veintinueve (29) días del mes de enero del dos mil diez (2010),-----------DOY FE------(firmado, signado, rubricado y sellado) SUSAN BÁEZ DIXON-NOTARIO PUBLICO".----Una vez puesta y firmada la nota, devuelvo el pagaré mencionado a la compareciente DOÑA ADA IRIS RIVERA VÉLEZ. --- CUARTO: Que la hipoteca identificada con la letra (B), anteriormente relacionada, al día veintinueve (29) de enero del dos mil diez (2010) refleja un balance total de principal de DIEZ MIL NOVECIENTOS CINCUENTA Y CINCO DÓLARES CON CUARENTA Y UN CENTAVOS (\$10,955.41) y de intereses de MIL DOSCIENTOS SESENTA Y NUEVE DÓLARES CON SESENTA Y TRES CENTAVOS (\$1,269.63), para un total de principal e intereses que suman DOCE MIL DOSCIENTOS VEINTICINCO DÓLARES CON CUATRO CENTAVOS (\$12,225.04), acordando las partes aquí comparecientes que esta hipoteca será pagadera de la siguiente forma y manera: plazos anuales de MIL OCHENTA Y UN DÓLARES (\$1,081.00) cada uno, comenzando el día veintiocho (28) de enero del dos mil once (2011), y así sucesivamente todos los dias veintiocho (28) de enero de cada año, siendo vencedero el último plazo en quince (15) años a partir del otorgamiento de esta escritura. Los intereses de esta deuda se computarán a razón del tres punto setecientos cincuenta porciento anual (3.750%) del principal no pagado, acordando las partes hacer extensiva la presente hipoteca a todos los frutos que produzca la propiedad. ------La compareciente DOÑA ADA IRIS RIVERA VÉLEZ en su carácter que ostenta, me entrega a mi la Notario, el pagaré garantizado con la hipoteca, identificado con la letra (B), quien me asegura no ha sido negociado, ni gravado en forma alguna, por su actual tenedor y poseedor, Estados Unidos de América, y una vez identificado, cerciorándome de que se trata del mismo pagaré identificado en esta escritura como el de la hipoteca relacionada en el Hecho Segundo, procedo a poner al dorso del mismo una anotación acreditativa que a continuación se indica: "El importe de este pagaré liquidado al día veintinueve (29) de enero del dos mil diez (2010) refleja un balance total de principal de DIEZ MIL NOVECIENTOS CINCUENTA Y CINCO DÓLARES CON CUARENTA Y UN CENTAVOS (\$10,955.41) y de intereses de MIL DOSCIENTOS SESENTA Y NUEVE DÓLARES CON SESENTA Y TRES CENTAVOS (\$1,269.63), para un total

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de principal e intereses que suman DOCE MIL DOSCIENTOS VEINTICINCO DÓLARES CON CUATRO CENTAVOS (\$12,225.04), acordando las partes aquí comparecientes que esta hipoteca será pagadera de la siguiente forma y manera: plazos anuales de MiL OCHENTA Y UN DÓLARES (\$1,081.00) cada uno, comenzando el día veintiocho (28) de enero del dos mil once (2011), y así sucesivamente todos los dias veintiocho (28) de enero de cada año, siendo vencedero el último plazo en quince (15) años a partir del otorgamiento de esta escritura. Los intereses de esta deuda se computarán a razón del tres punto setecientos cincuenta porciento anual (3.750%) del principal no pagado, acordando las partes hacer extensiva la presente hipoteca a todos los frutos que produzca la --En la ciudad de Mayagüez, Puerto Rico, a los veintinueve (29) días del mes de enero del dos mil diez (2010),----------DOYFE -(firmado, signado, rubricado y sellado) SUSAN BÁEZ DIXON-NOTARIO PÚBLICO".------ Una vez puesta y firmada la nota, devuelvo el pagaré mencionado a la compareciente DOÑA ADA IRIS RIVERA VELEZ.-----QUINTO: Que para dar cumplimiento a lo dispuesto en La Ley Hipotecaria, se valora la propiedad hipotecada, para que sirva de tipo a una primera subasta en caso de ejecución de la hipoteca identificada con la letra (A), en NOVENTA Y NUEVE MIL TRESCIENTOS NOVENTA Y TRES MIL DÓLARES CON CUARENTA Y TRE CENTAVOS (\$99,393,43). -- SEXTO: Que para dar cumplimiento a lo dispuesto en La Ley Hipotecaria, se valora la propiedad hipotecada, para que sirva de tipo a una primera subasta en caso de ejecución de la hipoteca identificada con la letra (B), en DOCE MIL DOSCIENTOS VEINTICINCO DÓLARES CON CUATRO CENTAVOS (\$12,225.04). -----ACEPTACIÓN------- Tal es la escritura que aceptan los comparecientes ratificándola en todas sus partes por hallarla redactada conforme a sus instrucciones y deseos, procediendo yo, la Notario, a hacerles las advertencias legales pertinentes. -----OTORGAMIENTO---------Asi lo dicen y otorgan los comparecientes ante mí, la Notario, luego de haber renunciado al derecho que les hice saber que tienen para requerir la presencia de testigos instrumentales,-----

-----LECTURA------

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I HEREBY CERTIFY: That, at the request of Farm Service Agency, on this day of granting, I issued the first certified copy of this deed that consists of six (6) folios. I DO ATTEST.

[Signature]
NOTARY PUBLIC .

DEED NUMBER SIXTEEN (16) RE-AMORTIZATION OF MORTGAGE LOANS AND MORTGAGE MODIFICATIONS

In the city of Mayagüez, Puerto Rico, on the twenty-ninth (29) day of the month of January of two thousand ten (2010).

BEFORE ME

SUSAN BÁEZ DIXON, Attorney and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Mayagüez and open offices in Mayagüez, Puerto Rico.

THERE NOW APPEAR

ON BEHALF OF THE FIRST PARTY: as the MORTGAGEE: THE UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, today FARM SERVICE AGENCY, in accordance with the provisions of the Law of Congress titled Consolidated Farmers Home Administration Act of 1961 and/or the Home Act of 1949, as amended, with headquarters in Washington, District of Columbia, United States of America, represented herein by MRS. ADA IRIS RIVERA VÉLEZ, of legal age, single, in her capacity as Credit Officer of FARM SERVICE AGENCY and resident of Maricao, Puerto Rico, whose credentials are duly accredited at the Property Registry; and who I identify by way of personal acquaintance.

ON BEHALF OF THE SECOND PARTY: as THE MORTGAGOR(S): MR. ARNALDO LUIS ORTIZ SUAREZ and MRS. MARIA CELESTE PACHECO COLÓN, who I identify by way of the following documents with photographs and signatures; both identified by way of their valid driver's licenses, issued by the Commonwealth of Puerto Rico. Both are of legal age, married to each other, property owners and residents of Maricao, Puerto Rico.

[Initials]

I DO ATTEST

To having confirmed the identity of the appearing mortgagor(s) through the methods established by the Notary Law in Article Seventeen C (17C), document(s) with photograph and signature submitted voluntarily; to personal acquaintance with the representative of the Mortgagee; and I further attest based on their statements, which I judge them to be true, to their age, marital status,

occupation and residence. They assure me they have, and in my judgment, they do have the legal capacity necessary to appear in this act and do so freely and voluntarily.

THEY DECLARE

FIRST: That those appearing for the second party are the current owners of the following property:

RURAL PROPERTY: Plot of land located Barrio Indiera Baja of Maricao, with a surface area of FORTY-ONE POINT FIFTY-TWO (41.52) CUERDAS, equivalent to sixteen (16) hectares and thirty-two (32) ares. Bordered to the NORTH by Francisco Frontera, separated in part by a ravine today of Juan Rodríguez; to the SOUTH by plots of Silvestre Bartolomey, separated by a residential road and plots of Jose Aymat; to the EAST by plots of Tomás Martínez's Estate; and to the WEST by plots of Francisco Fronteras. Contains two wood and zinc houses, used as a school.

Recorded on folio one hundred (100) of book one hundred fourteen (114) of Maricao, farm number seven hundred six (706).

SECOND: That the property described above is encumbered by the liens indicated

A) MORTGAGE: In favor of the United States of America, acting through the Farmers Home Administration, in the amount of EIGHTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$84,700.00), with interest at a rate of five percent (5.00%) per annum, and with maturity at forty (40) years, pursuant to deed number twenty-six (26), dated May fourteen (14), nineteen ninety-three (1993), before the Notary Enrique Alcaraz Casablanca, which is recorded on folio one hundred fourteen (114) of book ninety-six (96) of Maricao, twenty-second (22nd) recording of farm number seven hundred six (706), This mortgage shall be re-amortized and modified pursuant to this deed.

B) MORTGAGE: In favor of the United States of America, acting through the Farmers Home Administration, in the amount of SEVENTEEN THOUSAND ONE HUNDRED NINETY DOLLARS (\$17,190.00), interest at three point seventy-five

- (3.75%) per annum, and with maturity at twenty (20) years, pursuant to deed number sixtyone (61), dated July twenty-two (22), nineteen ninety-nine (1999), before the Notary Franklin Rodríguez Mangual, which is recorded on folio one hundred (100) of book one hundred fourteen (114) of Maricao, twenty-third (23rd) recording of farm number seven hundred six (706).
- C) FARM RENOVATION CONTRACT: In favor of the United States of America, acting through by the Farmers Home Administration, in the amount of SEVENTEEN THOUSAND ONE HUNDRED NINETY DOLLARS (\$17,190.00), interest at three point seventy-five percent (3.75%) per annum, and with maturity at twenty (20) years. This pursuant to deed number sixty-two (62), which is recorded on folio one hundred (100) of book one hundred fourteen (114) of Maricao, twenty-fourth (24th) recording of farm number seven hundred six (706).

[Initials]

THIRD: That the mortgage identified with the letter (A) described above, as of January twenty-nine (29) of two thousand ten (2010), reflects a total balance of EIGHTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS AND FORTY-EIGHT CENTS (\$82,972.48) and interest of SIXTEEN THOUSAND FOUR HUNDRED TWENTY DOLLARS AND NINETY-FIVE CENTS (\$16,420.95), for a total, including principal and interest, of NINETY-NINE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FORTY-THREE CENTS (\$99,393.43). The parties appearing herein agree that this mortgage shall be payable as follows: annual installments of SEVEN THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$7,197.00) each, beginning on January twenty-eight (28) of two thousand eleven (2011), and subsequently each January twenty-eight (28) of each year, with the last installment coming due in twenty-three (23) years following the granting of this deed. The interest on this debt shall be calculated at a rate of four point seven hundred fifty percent per annum (4.750%) on the unpaid principal. The parties agree that this present mortgage shall include the entire yield produced by the property.

[Initials]

The appearing party, MRS. ADA IRIS RIVERA VÉLEZ, in her capacity, delivers to me, the Notary, the promissory note guaranteed by the mortgage, identified with the letter (A). She assures me that same has not been negotiated or encumbered in any way by its current holder and owner, the United States of America, and once identified by me, ensuring that is the same promissory note identified in this deed as that relating to the mortgage described in Paragraph Second, I proceed to affix to the reverse of same an accreditation notation as follows: The amount of this promissory note, calculated as of January twenty-nine (29) of two thousand ten (2010), reflects a principal balance of EIGHTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS AND FORTY-EIGHT CENTS (\$82,972.48) and interest of SIXTEEN THOUSAND FOUR HUNDRED TWENTY DOLLARS AND NINETY-FIVE CENTS (\$16,420.95), for a total, including principal and interest, of NINETY-NINE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FORTY-THREE CENTS (\$99,393.43). The parties appearing herein agree that this mortgage shall be payable as follows: annual installments of SEVEN THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$7,197.00) each, beginning on January twenty-eight (28) of two thousand eleven (2011), and subsequently each January twenty-eight (28) of each year, with the last installment coming due in twenty-three (23) years following the granting of this deed. The interest on

this debt shall be calculated at a rate of four point seven hundred fifty percent per annum (4.750%) on the unpaid principal. The parties agree that this present mortgage shall include the entire yield produced by the property.

In the city of Mayagüez, Puerto Rico on January twenty-nine (29) of two thousand ten (2010).

I DO ATTEST

(signed, stamped, sealed and initialed) SUSAN BÁEZ DIXON-NOTARY PUBLIC.

Once the note has been placed and signed, I return the aforementioned promissory note to the appearing party, MRS. ADA IRIS RIVERA VÉLEZ.

[Initials]

FOURTH: The mortgage identified with the letter (B), described above, as of January twenty-nine (29) of two thousand ten (2010), reflects a total principal balance of TEN THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS AND FORTY-ONE CENTS (\$10,955.41) and interest of ONE THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS AND SIXTY-THREE CENTS (\$1,269.63), for a total, including principal and interest, of TWELVE THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND FOUR CENTS (\$12,225.04). The parties appearing herein agree that this mortgage shall be payable as follows: annual installments of ONE THOUSAND EIGHTY-ONE DOLLARS (\$1,081.00) each, beginning on January twenty-eight (28) of two thousand eleven (2011), and subsequently each January twenty-eight (28) of each year, with the last installment coming due in fifteen (15) years following the granting of this deed. The interest on this debt shall be calculated at a rate of three point seven hundred fifty percent per annum (3.750%) on the unpaid principal. The parties agree that this present mortgage shall include the entire yield produced by the property.

The appearing party, MRS. ADA IRIS RIVERA VÉLEZ, in her capacity, delivers to me, the Notary, the promissory note guaranteed by the mortgage, identified with the letter (A). She assures me that same has not been negotiated or encumbered in any way by its current holder and owner, the United States of America, and once identified by me, ensuring that is the same promissory note identified in this deed as that relating to the mortgage described in Paragraph Second, I proceed to affix to the reverse of same an accreditation notation as follows: The amount of this promissory note, calculated as of January twenty-nine (29) of two thousand ten (2010), reflects a principal balance of TEN THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS AND FORTY-ONE CENTS (\$10,955.41) and interest of ONE THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS AND SIXTY-THREE CENTS (\$1,269.63), for a total,

TWENTY-FIVE DOLLARS AND FOUR CENTS (\$12,225.04). The parties appearing herein agree that this mortgage shall be payable as follows: annual installments of ONE THOUSAND EIGHTY-ONE DOLLARS (\$1,081.00) each, beginning on January twenty-eight (28) of two thousand eleven (2011), and subsequently each January twenty-eight (28) of each year, with the last installment coming due in fifteen (15) years following the granting of this deed. The interest on this debt shall be calculated at a rate of three point seven hundred fifty percent per annum (3.750%) on the unpaid principal. The parties agree that this present mortgage shall include the entire yield produced by the property.

In the city of Mayagüez, Puerto Rico on January twenty-nine (29) of two thousand ten (2010).

I DO ATTEST

(signed, stamped, sealed and initialed) SUSAN BÁEZ DIXON-NOTARY PUBLIC.

Once the note has been placed and signed, I return the aforementioned promissory note to the appearing party, MRS. ADA IRIS RIVERA VÉLEZ.

[Initials]

FIFTH: That in in accordance with the provisions of the Mortgage Act, the property is hereby appraised, for the purposes of a first auction to be held in the event of foreclosure on the mortgage identified with the letter (A), in the amount of NINETY-NINE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FORTY-THREE CENTS (\$99,393.43).

SIXTH: That in in accordance with the provisions of the Mortgage Act, the property is hereby appraised, for the purposes of a first auction to be held in the event of foreclosure on the mortgage identified with the letter (B), in the amount of TWELVE THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND FOUR CENTS (\$12,225.04).

ACCEPTANCE

Such is the deed that appearing parties accept, ratifying it in all its parts, finding it has been drafted in accordance with their instructions and wishes, and I, the Notary, proceed to make to them the pertinent legal warning.

GRANTING

So, the appearing parties state and grant before me, the Notary, after they waived their right, of which I advised them, to request the presence of witnesses.

READING

After I, the notary, read this deed aloud to the appearing parties, and they read it themselves, they do they ratify same and place their initials on each and every folio of this document and sign it in one act, before me, the Notary. To all that is stated above on this public document, I, the Notary, **DO ATTEST**.

[Signatures]

[Initials]

Statement of Accuracy

I hereby certify that the attached document titled:

RE-AMORTIZATION AND MODIFICATION DEED 16, dated January 29, 2010, in Mayaguez, Puerto Rico, before the notary Susan Baez Dixon – 6 pages

PROMISSORY NOTE, dated July 22, 1999, in Mayaguez, Puerto Rico, case number 63-18-581155835, for \$17,190.00, and corresponding Allonge dated January 29, 2010, before the notary Susan Baez Dixon – 4 pages PROMISSORY NOTE, dated May 14, 1993, in Mayaguez, Puerto Rico, case number 63-18-581155835, for \$84,700.00, and corresponding Allonge dated January 29, 2010, before the notary Susan Baez Dixon – 4 pages is a true and accurate translation from Spanish into English to the best of my knowledge, ability and belief. I am trained, experienced and competent to translate from Spanish into English. DATED January 13, 2020.

Thomas L. Bransfield Certified Court Interpreter Certified Medical Interpreter

WITNESS my hand and official seal hereto affixed this 13th day of January of 2020.

Signature ____ Rosa Capdevielle
Print Name: ____ Rosa Capdevielle
Notary Public in and for the State of ___ WA
My appointment expires: ____ March 15, 2022

NOTARY PUBLIC
STATE OF WASHINGTON
ROSA CAPDEVIELLE
My Appointment Expires March 15, 2022

Formulario FmHA 194	0-17(S)				
(Rev. 10-89)		CLASE DE PRESTAMO			
DEPARIAMENTO DE AGRICULTU ADMINISTRACION DE HOG		Tipo: EM De acuerdo a:	☐ Regular ☐ Recursos I	initados	
PACARE		D Emergency A	d Farm and Rural De gricultural Credit	evelopment Act Adjustment	
Nombre ARNALDO LUIS OF	RTIZ SUAREZ	ACCION QUE REQU	TERE PAGARE		
Estado PUERTO RICO	Ficira MAYAGUEZ	☐ Préstamo In ☐ Préstamo Su	bsiguient e	☐ Restructuración ☐ Reamortización	
63-18-581155835	echa JULY 22, 1999 Lum. de Prestamo	☐ Consolidaci Subsiguient ☐ Venta a Cré	ón y Préstamo e dito	☐ Consolidación ☐ Reducción de Deuda	
43	03	☐ Pagos Difer			
CUARTOS PORCIENTO (3.79) de intereses no Capitaliza llado superior "Clase de l mentos de la Administració correo al prestatario con deberá exceder el porcien	por el Gobierro por escrit dólares(\$ 17, 1) anual y ados. Si este pagare es par Préstamo" el Gobierro puede on de Hogares de Agricultor treinta (30) días de antic to de interés más alto esta lpo de préstamo arriba indi	90.00) más ir a un prestamo de f combiar El Porcie es, no más frecuer dipación a su últim diblecido en los res	decursos Limitados NTO DE INTERES, de te que trimestralm a dirección. El m	rincipal adeudado al II - dólares (\$ (Indicado en el encasi acuerdo con los regla ente, notificando por uevo tipo de interes n	RES Y TRES
Principal e intereses se	erán pagados en 21 plazo en o antes de las siguient	s, según indicado	abajo, excepto si	es modificado por un	
\$ 645.00 en 01-0	1- de 2000	\$ 1,386.00	en 01-01	de 2001	
\$ <u>en</u>	de 19	\$	en	de 19	
\$en	de 19	\$	en	de 19	
\$en_	de 19	\$	en	de 19	
\$en	de 19	\$	en	de	
\$ en_	de 19	\$	en	de	
4 204 22					

y \$ 1,386.00----, subsiguientemente cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero VEINTE (20) ANOS de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee mas abajo. Ta consideración aquí envuelta respaldará cualquier convento modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado, consolidado o restructurado, los intereses acumulados por más de roventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses acumulados durante el período de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

Case 3:20-cv-01568 Document 1-4 Filed 10/22/20 Page 2 of 8

Pagos adelantados de los plazos dados o cualquier parte de los mismos, de hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definer en los reglamentos (7 C.F.R. 1951.8) de la Admiristración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse a los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se específican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se deverguer, entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno, pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si ura "Consolidación y un Préstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Restructuración" o uma "Reamortización" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una restructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

CLAVE Y NUM. DEL PRESTAMO		TASA DE INTERES	FECHA	PRESTATARIO CRIGINAL	ULTIMO PLAZO A VENCER
	\$	7	,19		,19
	<u> </u>	Z.	,19		,19
	\$	7	,19		,19
	\$	7	,19		19
	\$	7,	,19		
	\$	*	,19		3
	\$	z	,19		

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o restructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO (GRADUACION): Si en cualquier tiempo el Gobierro determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierro, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si algura parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terrero altamente erodable o para la conversión de terrero pantanoso para producir ura cosecha agrícola según explicado en el Exhibit M de la Subparte C de la Parte 1940 del 7CFR. Si (1) el término del préstamo excede del 1ro. de enero de 1990, pero no al 1ro. de enero de 1995, y (2) el prestatario intenta producir ura cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el 1ro. de enero de 1990, o dos años después de que el Servicio de Corservación de Suelos (SCS) haya conpletado un plan de corservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la pérdida de la exención de la restricción de corservación de terreno altamente erodable un plan de corservación de suelos aprobado por el Servicio de Corservación de Suelos (SCS) o el correspondiente Distrito de Corservación de Suelos, si el termino del préstamo excede al 1ro. de enero de 1995. El prestatario además conviene en que deberá demostrar antes del 1ro. de enero de 1995 que cualquier producción de cosechas en terrenos altamente erodables después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Corservación de Suelos (SCS) o por el Distrito de Corservación, de acuerdo a los requisitos del Servicio de Corservación de Suelos (SCS) o por el Distrito de Corservación, de acuerdo a los requisitos del Servicio de Corservación de Suelos (SCS) o por el Distrito de Corservación, de acuerdo a los requisitos del Servicio de Corservación de Suelos (SCS) o por el Distrito de Corservación, de acuerdo a los requisitos del Servicio de Corservación de Suelos.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré, OMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la "Consolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTANO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

	anall I ark Sun
SELIO)	ARNALDO LUIS ORTIZ SUAREZ (Prestatario

MARIA CELESTE PACHECO COLON (Prestatario)

(SELLO)

PO BOX			
(Direction	del Pr	estatario)	
MARICAC), PR	00606	

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	PECHA	CAMITIDAD	FECHA
\$ 17,190.00	7-22-99	<u> </u> s		\$	
3		\$		\$	
3		<u> </u>		\$	
3		8		\$	

TOTAL \$ 17,190.00

ALLONGE

PAGARÉ ORIGINAL POR: \$17,190.00

ESCRITURA: #61 de 22 de julio del 1999 ante el notario Franklin Rodríguez Mangual ESCRITURA DE MODIFICACIÓN: #16 de 29 de enero del 2010 ante la notario

Susan Báez Dixon

A FAVOR DE: Estados Unidos de América

SUSCRITO POR: Arnaldo Luis Ortiz Suárez y María Celeste Pacheco Colón

El importe de este pagaré liquidado al día veintinueve (29) de enero del dos mil diez (2010) refleja un balance total de principal de DIEZ MIL NOVECIENTOS CINCUENTA Y CINCO DÓLARES CON CUARENTA Y UN CENTAVOS (\$10,955.41) y de intereses de MIL DOSCIENTOS SESENTA Y NUEVE DÓLARES CON SESENTA Y TRES CENTAVOS (\$1,269.63), para un total de principal e intereses que suman DOCE MIL DOSCIENTOS VEINTICINCO DÓLARES CON CUATRO CENTAVOS (\$12,225.04), acordando las partes aquí comparecientes que esta hipoteca será pagadera de la siguiente forma y manera: plazos anuales de MIL OCHENTA Y UN DÓLARES (\$1,081.00) cada uno, comenzando el día veintiocho (28) de enero del dos mil once (2011), y así sucesivamente todos los dias veintiocho (28) de enero de cada año, siendo vencedero el último plazo en quince (15) años a partir del otorgamiento de esta escritura. Los intereses de esta deuda se computarán a razón del tres punto setecientos cincuenta porciento anual (3.750%) del principal no pagado, acordando las partes hacer extensiva la presente hipoteca a todos los frutos que produzca la propiedad.

En la ciudad de Mayagüez, Puerto Rico, a los veintinueve (29) días del mes de enero del dos mil diez (2010).------



Form FmHA 1940-17(S) (Rev. 10-89) TYPE OF LOAN UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION Regular Regular Type: EM ☐ Limited Resources In accordance with: ☐ Consolidated Farm and Rural Development Act PROMISSORY NOTE ☐ Emergency Agricultural Credit Adjustment Act Name: **ACTION REQUIRING NOTE:** ARNALDO LUIS ORTIZ SUAREZ ☐ Initial Loan ☐ Restructuring State: ☐ Subsequent Loan Re-amortization Office: PUERTO RICO MAYAGUEZ Consolidation and Consolidation Case Number: Date: Subsequent Loan ☐ Debt Reduction 63-18-581155835 JULY 22, 1999 ☐ Sale on Credit Fund Code Loan No. Deferred Payments 43 03 Conservation easement FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its assigns, at its offices in MAYAGUEZ, PUERTO RICO or at such other place as the Government may later designate in writing, the principal sum of SEVENTEEN THOUSAND ONE HUNDRED NINETY dollars (\$17, 190.00), plus interest on the unpaid principal at THREE AND THREE QUARTERS PERCENT (3.75%) per annum and _______ dollars (\$ _____) of interest that may not be Capitalized. If this promissory note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than on a quarterly basis, and shall notify Borrower by mail at his/her last known address thirty (30) days in advance. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above. Principal and interests shall be paid in 21 installments, as indicated below, unless modified by a different interest rate, on or before the following dates: \$ <u>645.00</u> on <u>01-01-</u>, 2000; \$<u>1,386.00</u> on <u>01-01</u>, 20<u>01</u>; \$ ______ on _____, \$_____, \$ ______ on _____, \$______on______,

and \$ 1,386.00 thereafter each year until the principal and interests are fully paid, except for the final payment on the entire debt evidenced herein, which, if not sooner paid, shall be due and payable <u>TWENTY (20)</u> YEARS from the date of this promissory note, with the exception that advance payments may be made as provided below. The consideration herein shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not paid in advance at the time of the loan closing, the loan finds shall be advanced to the Borrower requested by the Borrower and approval by the Government. Approval by the Government will be provided the advance is requested for a purpose authorized by the Government. Interests will accrue on the amount of each advance from its actual date as shown in the Record of Payment at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Payment.

Interest accumulated for over ninety (90) days on each promissory note that is re-amortized, consolidated, or restructured must be added to the principal and this new principal shall accrue interest at the percentage rate established by this document.

Any payment made on any debt established by this promissory note shall be applied first to the interest accrued during the deferment period, second to interest computed as of the effective date of payment, and lastly to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the Borrower's option. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government does assign this promissory note and ensure payment of the same, Borrower shall continue making payments to the Government as the holder's collection agent.

Whenever this promissory note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder or, except for the final payment, such payments may be retained by the Government and transferred to the holder based on the date the annual installment is due. The effective date of each payment made by the borrower, except payments retained by the Government and transferred to the holder based on the date the annual installment is due shall be the date of the Treasury check remitted by the Government to the holder. The effective date of any payment retained by the Government and transferred to the holder based on the date the annual installment is due shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled that accrues between the effective date of such advance payments and the date of the Treasury check remitted to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or invested in any way under the terms of any security agreement or other instrument granted in relation to the loan herein established shall, at the Government's option, become part of the loan and shall accrue interest at the same rate as the principal of the debt herein established and shall be immediately due and payable by the Borrower to the Government without need of payment order.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan established herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this loan is made to a Farm Owner (FO).

If "Consolidation and Subsequent Loan," "Debt Reduction," "Consolidation," "Restructuring" or "Re-amortization" is marked in the upper box of the first page under the section "Note Required For," this promissory note is granted to consolidate, reamortize or as evidence of a restructuring, but not in satisfaction of the principal and interest of the following promissory note(s) or subrogation agreement(s) (new terms):

LOAN CODE AND NUMBER	PROMISSORY NOTE VALUE	INTEREST RATE	DATE	ORIGINAL BORROWER	LAST INSTALLMENT DUE
	\$	%	,19		,19
	\$	%	.19		,19
	\$	%	.19		,19
	\$	%	,19		,19
	\$	%	,19		
	\$	%	,19		
	\$	%	,19		

The security documents taken in relation to the loans established by these described promissory notes or other related obligations are not affected by the granting of this consolidation, re-amortization or restructuring. These security instruments shall remain in effect and the security offered for the loans established by the described promissory notes shall remain as guaranty for the loan established by this promissory note and for any other related obligations.

REFINANCING AGREEMENT (GRADUATION): If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at an interest rate and on terms deemed reasonable for loans of similar purposes time periods and considerations, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this promissory note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-ERODIBLE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, subsection G of Part 1940 of 7CFR. If (1) the loan period extends beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower attempts to produce crops on highly-erodible soils exempt from the restrictions under Exhibit M until January 1, 1990, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the borrower's farm, whichever occurs later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-crosive soils, in accordance with part 12 of 7CFR, the Borrower must show that he/she is actively applying a soil conservation plan on the highly-crodible land that has been approved by the Soil Conservation Service (SCS) or by the corresponding Soil Conservation District if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he/she must show that any crop production on highly erodible land after said date shall be done according to a conservation plan approved by the Soil Conservation Service.

DEFAULT: Failure to pay any debt evidenced herein when due, or violation of any condition or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default under the terms of this promissory note. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box 'TYPE OF LOAN." This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

	[Signature]	
	ARNALDO LUIS ORTIZ SUAREZ	(Borrower)
(SEAL)		
	[Signature]	
	MARIA CELESTE PACHECO COLON	(Borrower)
(SEAL)		
	PO BOX 466	
	(Borrower's A	(ddress)
	MARICAO, P.R. 00606	

AMOUNT	DATE	AMOUNT	OF ADVANC DATE	AMOUNT	DATE
\$17,190.00	7-22-99	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
			TOTAL	\$17,190.00	

ALLONGE

ORIGINAL PROMISSORY NOTE FOR: \$17,190,00

DEED: #61 of July 22, 1999, before the notary Franklin Rodriguez Mangual

MODIFICATION DEED: #16 of January 29, 2010, before the notary Susan Báez Dixon

IN FAVOR OF: United States of America

SIGNED BY: Arnoldo Luis Ortiz Suárez and María Celeste Pacheco Colón

The amount of this promissory note, calculated as of January twenty-nine (29), two thousand ten (2010), reflects a total principal balance of TEN THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS AND FORTY-ONE CENTS (\$10,955.41) and interest of ONE THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS AND SIXTY-THREE CENTS (\$1,269.63), for a total, including principal and interest, of TWELVE THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND FOUR CENTS (\$12,225.04). The parties appearing herein agree that this mortgage shall be payable as follows: annual installments of ONE THOUSAND EIGHTY-ONE DOLLARS (\$1,081.00) each, beginning on January twenty-eight (28), two thousand eleven (2011), and subsequently on each January twenty-eight (28) of each year, with the last installment coming due fifteen (15) years from the granting of this deed. The interest on this debt shall be calculated at a rate of three point seven hundred fifty percent per annum (3.750%) on the unpaid principal. The parties agree to include in this mortgage all yields produced by the property.

In the city of Mayagüez, Puerto Rico, on January twenty-nine (29), two thousand ten (2010).

I DO ATTEST.

[Signature]

NOTARY PUBLIC

[Seal]

Forma FmHÅ 427-1(S) PR (Rev. 10-82)

El día de su otorgamiento expedí primera copia certificada a solicitud de Estados Unidos de ---América.

NOTARIO PUBLICO

S. C.
NUMBER SESENTA Y UNO
HIPOTECA VOLUNTARIA
En Mayaguez, Puerto Rico, a los veintidos días del mes de julio de Im Mayaguez, Puerto Rico, this twenty-second day of the month of
mil novecientos noventa y nueve
BEFORE ME
FRANKLIN RODRIGUEZ MANGUAL
Abogado y Notario Público de la Isla de Puerto Rico con residencia en Cabo Rojo, Attorney and Notary Public for the Island of Puerto Rico, with residence in Cabo Rojo,
Puerto Rico, y oficina en Mayaguez, Puerto Rico Puerto Rico Puerto Rico
COMPARECENAPPEAR
Las personas nombradas en el pártafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinalter called the "mortgagor" and whose personal circumstaneca———————————————————————————————————
aparecen de dicho párrafo.
Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
de su edad, estado civil, profesión y vecindad
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this—
miento,
EXPONEN
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in
párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
denominada de aqui en adelante "los bienes".
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens
se especifican en el párrafo UNDECIMO.
TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States
América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration.
res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mongagee" in connection with

un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub- a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)
rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinaster called "the note" whether one or more. It is required by
el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the
las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges
hayan estimado sobre la propiedad hipotecadaestimated against the property
CUARTO: Se sobreentiende que:
(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the
suma de principal especificada en el mismo, concedido con el propósito y la inten- principal amount specified therein made with the purpose and intention
ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and
asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One
consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of
la Ley de Hogares de mil novecíentos cuarenta y nueve, según han sido enmenda- the Housing Act of Nineteen Hundred and Forty-Nine, as amended.
das
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee
ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,
prestamista asegurado.
(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree- (Three) When payment of the note is insured by the mortgagee, the
dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along
el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal
tereses de dicho pagaré.
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee.
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender
determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-
que será designadà como "cargo anual" nenti on the note, to be designated the "annual charge"
(Citico) Una condición del aseguramiento de pago del pagaré será de que el tene- (Five) A condition of the insurance of payment of the note will be that the holder
dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales- will forego his rights and remedies against the mortgagor and any

Forma FullA 1927-1(S) PR (Rev. 6-93)

quiera otros en ión con dicho préstamo así como también a los eficios others in connection with said loan, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor----violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.---supplementary agreement (Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things,tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the-----garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-shall secure payment of the note; but when the note is held by an insured-----mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt-----constituirà una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any default plimiento por parte del deudor hipotecario. QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note----sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-is held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-----NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan(b) at all times when the note is held by an insuted lender, in guarantee----tia de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement de indemnizar y conservar fibre al acreedor hipotecario contra pérdidas bajo el en-herein to indemnify and save harmless the mortgagee against loss under itsdoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-insurance endorsements by reason of any default by the mortgagor, and (c) in any quier casa y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in

subparrafo (Tres) del parrafo NOVENO de este in. mento subparagraph (Three) of paragraph NINTH hereof, and to secure themento y para asegurar el cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagor contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagor-----la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee on ----los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests casements, hereditaments and appurtenances thereto belonging, 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the rents, issues and profits thereof and revenues and ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or ----el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a ali water, water rights and shares in the same pertaining to las sincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor-----por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until------que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full .-En caso de ejecución, los bienes responderán del pago del principal, los intereses in case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acreethereon before and after maturity until paid, losses sustained by the --- ... dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and -quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other dishursements and advances by the mortgagee for the mortgagor's account- hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and ... gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renoattorney's fees of the mortgagee all extensions and renewals of any of vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional ---adicional especificada en el párrafo NOVENO de este documento. (Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness. Forma FmHA 427-1(S) PR (Rev. 10-82)

aquí garantizada e \ umnizar y conservar libre de pérdida al acreedor hiqueario le to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. loss under its insurance of payment of the note by reason of any default by the mortgagor.———
En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the
deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,——————————————————————————————————
hipotecario como agente cobrador del tenedor del mismo.
(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal———————————————————————————————————
y cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required by————————————————————————————————————
reglamentos de la Administración de Hogares de Agricultores.————————————————————————————————————
(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu- (Three) At all times when the note is held by an insured lender,————————————————————————————————————
rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, less
la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder
del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsement———————————————————————————————————
en el párrafo CUARTO anterior por cuenta del deudor hipotecario.————————————————————————————————————
Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held
por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite
por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance
por el acreedor hipotecario por cuenta del deudor hipotecario.————————————————————————————————————
Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub- Any advance by the mortgagee as described in this
párrafo devengará intereses a razón del TRES Y TRES CUARTOSsubparagraph shall bear interest at the rate of THREE AND THREE QUARTERS-
por ciento (3.75 º/o)
anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment
hipotecario lo satisfaga.
(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note la insured by the mostgagee, any
o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa- and all amount advanced by the mortgagee for property insurance premiuna, repaira,—————
raciones, gravámenes u otra reclamación en protección de los bienes hipoteca- liens and other claims, for the protection of the mortgaged property,————————————————————————————————————
dos o para contribuciones o impuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mos, devengará intereses a razón mortgagor's fasiure to pay the same, shall bear interest at the rate
del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance
hasta que los mismos sean satisfechos por el deudor hipotecario.————————————————————————————————————
(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo- (Five) All advances made by mortgagee as described in this mortgage,
teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagor———————————————————————————————————
tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the
designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance
hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant———————————————————————————————————
del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the
prinieros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments————————————————————————————————————
pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any————————————————————————————————————
otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness lo mortgagee secured hereby, in any order mortgagee
hipotecario determinare.
(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solely
los propósitos autorizados por el acreedor hipotecario.————————————————————————————————————
(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá- (Seven) To pay when due all taxes, special assessments, liens
menes y cargas que graven los bienes o los derechos o intereses del deudor hipo- and charges encumbering the property or the right or interest of mortgagee
tecario bajo los términos de esta hipoteca.————————————————————————————————————
(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie- (Eight) To procure and maintain insurance against fire and other hazards as required
ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie- by mortgagee on all existing buildings and improvements on the pro
nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against
otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions
aprobare el acroedor hipótecario,
(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good epudition and promptly make all
reparaciones necesarias para la conservación de los bienes; no cometerá ni per- necessary repairs for the conservation of the property; he will not commit nor
mitirá que 3e cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish

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ningún edificio o ra en los bienes, ni cortará ni removerá madera d any building or improvement on the property; nor will be cut or remove wood from the farm minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time ---de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to-tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor---hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una sinca y para ningún otro propósito y no arrendará la sinca ni parte de ella a purpose and will not lease the sarm or any part of itmenos que el acreedor hipotecario consienta por escrito en otro método de opera-unless mortgagee agrees in writing to any other method of operationción o al arrendamiento. información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations (Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times——— derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not----otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shallminare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo merdisclose, in the judgment of mortgagee, that the security given is being lessenedmada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the deudor hipotecario de los convenios de esta hipoteca.---mortgagor of the covenants of this mortgage .---(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notifyal acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option podrá instituir aquellos procedimientos que en necesarios en defensa de sus may institute the necessary proceedings in defense of its-esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee, res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect----sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-custs of collection and administration and secondly to the payment of the debt evidencedciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to morigagee hereby guaranteed, _______ en el orden y manera que el acreedor hipotecario determinare. ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgager, at mortgager's request will apply for and accept. y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to (Dieciscis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured———— con cualquier clausula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o suere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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dores, u los biene. parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned. sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagec, mortgagec is irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, bisurance premium, seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley.---(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfilment of the covenants and agreements de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and ratios de abogado. (Dicciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí ul any person for payment of the note or any indebtedness garantizada v sin afectar el gravanien impuesto sobre los bienes o la prioridad del recured bereto, and eithous affectus, the lieu created upon same property or the priority of gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at cualquier riempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-any time (one) waive the performance of any covenant or obligation

negociar con el deudor hipotecario o conce al deudor hipotecario cualquier
deal in any way with mortgager or grant to mortgager any
indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the
consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta- consent of the holder of the note when it is held by
mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca- an insured lender) or for payment of any indebtedness to mortgagee
rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual- hereby secured; or (three) execute and deliver partial releases of any
quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien bereby created or grant deferment or
postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien over
dichos bienes.
(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,———————————————————————————————————
incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,——————————————————————————————————
parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in
acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in- mortgagee, and no insured leader shall have any right, title or interest
terés alguno en o sobre el gravámen y los beneficios aquí contenidos.————— la or to the lien or any benefits herein contained.————————————————————————————————————
(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales- (Twenty) Default hereunder shall constitute default under any
quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage held
o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo- or insured by mortgagee and executed or assumed by mortgagor,————————————————————————————————————
tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall
constituirá incumplimiento de esta hipoteca.
(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall———————————————————————————————————
remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,————————————————————————————————————
será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,————————————————————————————————————
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgages to Farmers Home Administration,————————————————————————————————————
Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the
caso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as stated
especifica más adelante.
(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee

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el importe de conquier sentencia obtenido por expropiación forzosa que uso the amount of any judgment obtained by reason of condemnation proceedings for public
público de los bienes o parte de ellos así como también el importe de la sentencia use of the property or any part thereof as well as the amount of any judgment————————————————————————————————————
por daños causados a los bienes. El acreedor hipotecario aplicará el importe así lor damages caused to the property. The mortgagee will apply the amount so
recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment
pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this
hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.———— mortgage, and if any amount then remains, will pay such amount to mortgagor.————————————————————————————————————
SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case
de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen- of forcelosure of this mortgage, in conformity with the mortgage law, as amended,
dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount————————————————————————————————————
de DIECISIETE MIL CIENTO NOVENTA DOLARES (\$17,190.00)
OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri- EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be
miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for pay-
del acreedor hipotecario. Esta hipoteca está sujeta a los regiamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the
ministración de Hogares de Agricultores altora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its future regulations————————————————————————————————————
no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the
las leyes del Congreso de Estados Unidos de America que autorizan la asignación lawa of the Congress of the United States of America authorizing the making and
y aseguramiento del préstamo autes mencionado
NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:———— NINTII: The amounts guaranteed by this mortgage are as follows:————————————————————————————————————
Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of
esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee——————————————————————————————————
hipotecario cediere esta hipoteca sin asegurar el pagare? DIECISIETE MIL CIENTO should assign this mortgage without insurance of the note, SEVENTEEN THOUSAND ONE
NOVENTA
el principal de dicho pagaré, con sus intereses según estipulados a razón del the principal amount of said note, together with interest as stipulated thereis at the rate of
TRES Y TRES CUARTOS

	-
Dos. En todo tiempo cuando el pagaré es pose por un prestamista asegurad Two. At all times when said note is held by an insured lender:	lo:
(A) DIECISIETE MIL CIENTO NOVENTA DOLARES (\$17,190.00)(A) SEVENTEEN THOUSAND ONE HUNDRED NINETY DOLLARS (\$17,190.00)
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender)
por motivo del incumplimiento del deudor hipotecario de pagar los plazos segú by reason of mortgagor's failure to pay the installments as	n
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXT specified in the note, with interest as stated in paragraph SIXTH,	0,
Tercero;Three;	
(B) VEINTICINCO MIL SETECIENTOS OCHENTA Y CINCO DOLARES (\$25,785.) (B) TWENTY FIVE THOUSAND SEVEN HUNDRED EIGHTY FIVE DOLLARS (\$25,785.)	(00)
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pue for indemnifying the mortgagee further against any loss it might	eda
sufrir bajo su seguro de pago del pagarésustain under its insurance of payment of the note	
Tres. En cualquier caso y en todo tiempo; Three. In any event and at all times whatsoever;	
(A) SEIS MIL OCHOCIENTOS SETENTA Y SEIS DOLARES (\$6,876.00)	
para intereses después de mora;for default interest;	
(B) TRES MIL CUATROCIENTOS TREINTA Y OCHO DOLARES (\$3,438.00) (B) THREE THOUSAND FOUR HUNDRED THIRTY EIGHT DOLLARS (\$3,438.00)	00)-
para contribuciones, seguro y otros adelantos para la conservación y protección for taxes, insurance and other advances for the preservation and protection o	n de x
esta hipoteca, con intereses al tipo estipulado en el párrafo SEXTO, Tercero;-this mortgage, with interest at the rate stated in paragraph SIXTH, Three;	
(C) MIL SETECIENTOS DIECINUEVE DOLARES (\$1,719.00)	
para costas, gastos y honorarios de abogado en el caso de ejecución;for costs, expenses and attorney's fees in case of foreclosure;	
(D) MIL SETECIENTOS DIECINUEVE DOLARES (\$1,719.00)	
para costas y gastos que incurriere el acreedor hipotecario en procedimientos for costs and expenditures incurred by the mortgagee in proceedings to	para
defender sus intereses contra cualquier persona que intervenga o impugne el der defend its interests against any other person interfering with or contesting the	echo right
de posesión del deudor hipotecario a los bienes según se consigna en el párr of possession of mortgagor to the property as provided in paragraph	:afo
SEXTO, TreceSIXTH, Thirteen	
OMITA TIMEOGRAPHICAL CONTROL OF THE	

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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO TENTH: That the note(s) referred to in paragraph TIHRD
de esta hipoteca es (son) descrito(s) como sigue:ol this mortgage is(arc) described as follows:
"Pagaré otorgado en el caso número 63-018-581155835 "Promissory note executed in case number
fechado el día
(echado el día dated the
veintidos de julio
noventa y nueve, por la suma de DIECISIETE MIL CIENTO ninety nine, in the amount of SEVENTEEN THOUSAND ONE
NOVENTA (\$17,190.00)
intereses sobre el balance del principal adeudado a razón del
TRES Y TRES CUARTOS(3.75%) por ciento anual, THREE AND THREE QUARTERS(3.75%) percent per annual.
hasta tanto su principal sea totalmente satisfectio según los términos, plazos, condi- until the principal is totally paid according to the terms, instalments,
ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and atipulation contained in the promissory note and as agreed
entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the
representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due -
alos VEINTE (20)and payable TWENTY (20)
años de la fecha de este pagaré,
Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Said promissory note la given as evidence of a loan made by the
Gobierno al Prestatario de tonformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United
Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act
of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers———————————————————————————————————
de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the
Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
UNDECIMO: Que la propiedad objeto de la presente escritura y subre la que se ELEVENTH: That the property object of this deed and over which
constituye Hipoteca Voluntaria, se describe como sigue: voluntary mortgage is constituted, is described as follows:

RUSTICA: Porción de terre. sita en el Bar diera Baja de Marica., Jompuesta de CUARENTA Y UNO PUNTO CINCUENTA . S (41.52) CUERDAS, equivalentes
a dieciséis (16) hectáreas, y treinta y dos (32) áreas. Colindante por el NORTE, con
Francisco Frontera, separados en parte por una quebrada hoy de Juan Rodríguez; por el SUR, con terrenos de Silvestre Bartolomey, separados por un camino vecinal
y terrenos de José Aymat; por el OESTE, con terrenos de francisco Frontera: y por
lel ESTE, con terrenos de la Sucesión de Tomás Martínez, hoy de Federico Aymat.
Contiene dos casas dedicadas a vivienda, de madera y zinc; otra, dedicada a tienda, de madera y zinc; y otra, dedicada a escuela, de madera y zinc
Inscrita al folio ciento catorce (114) del tomo noventa y seis (96) de Maricao, finca
número setecientos seis (706), e inscripción vigésimas egunda
Adquirió el prestatario la descrita finca por compra,
Borrower acquired the described property by purchase,
según consta de la Escritura Número veinticinco,
persuant to Deed Number twenty five,
F
de fecha catorce de mayo de mil novecientos noventa y tres
dated fourteenth of May, nineteen ninety three
otorgada en la ciudad de Mayagüez, Puerto Rico
executed in the city of Mayagüez, Puerto Rico
anto al Notario Enviguo Alcarez Carablana
ante el Notario Enrique Alcaraz Casablancabefore Notary Enrique Alcaraz Casablanca
ostor trout and thousand observation.
Dicha propiedad se encuentra afecta a primera hipoteca a favor de Estados Unidos
Said property is subject to a first mortgage lien on behalf of United States of
de América por ochenta y cuatro mil setecientos dólares (\$84,700.00),
America for eighty fout thousand seven hundred dollars (\$84,700.00)
DIIODECIMO: Commence of the control
DUODECIMO: Comparecen en la presente escritura como Deudores Hipotecarios TWELFTH: The parties appearing in the present deed as Mortgagors are
The parise appearing in the present dead as mortgagors are
Don ARNALDO LUIS ORTIZ SUÁREZ, seguro social número { , y doña
MARÍA CELESTE PACHECO COLON, seguro social número mayores
de edad, casados entre sí, agricultor él, ama de casa ella y vecinos de Maricao, Puerto Rico
INCO.
cuya dirección postal es: Box 466, Maricao, Puerto Rico 00606
whose postal address is: Box 466, Maricao, Puerto Rico 00606
,

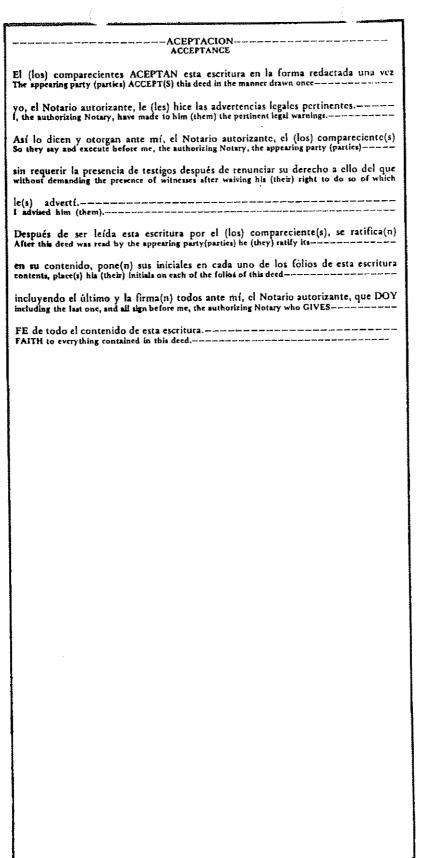
DECIMOTERCERO: El importe del préstamo aquí consignado se usó o será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

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para fines agrículas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physical--físicas en la finca(s) descrita(s).---installations on the described farm(s).-----DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structuretura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loan--aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as --violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will cause---vencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and the --aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its uption may declare due and payable the loan and proceed toejecución de la hipoteca. the in Plosure of the mortgage. DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all construction-tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage foan constituted in favor of the Government is in effect, made by the presentdueños deudores o por sus cesionarios o causahabientes.----owners or by their assignees or auccessors.----DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly andy solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors or----representances a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgages (Farmers Home Administration)cualquies detecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestrail right (Homestead) that presently of in the future ---pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildings-----allí enclavados o que en el futuro fueran construídos; renuncia esta permitida thereon or which in the future may be constructed; this waiver being permitted (13) del veintiocho (28) de mayo de mil novecientos sesenta y nuevo (1969) (31 (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31-----L.P.R.A. (851)------DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual SEVENT - ENTIL: Mortgagee and mortgagor agree that any ----quier estufa, horno, calentador comprado o financiado total o parcialmente con slove, oven, water heater, purchased or financed completely or partially with-----

fondos del préstamo aquí garantizado, se con crará e interpreterá como parte funda of the foan herein guaranteed, will be considered and understood to form part
de la propiedad gravada por esta Hipoteca.
DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to move—
y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty
días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforescen circumstances
vistas suera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will
notificará por escrito al Supervisor Local.
DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed————————————————————————————————————
en dicha finca durante la vigencia antes mencionada deberá ser construída previa- on said fatm(s) during the term hereinbefore referred to, must be made with the previous
autorización por escrito del acreedor hipotecario conforme a los reglamentos pre- consent in writing of mortgagee in accordance with present regulations
sentes y aquellos futuros que se promulgaren de senterdo a las leyes federales y or future ones that may be promulgated pursuant to the sederal and
locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern
estos tipos de préstamos.
VIGESIMO: Este instrumento garantiza asímismo el reconte o recuperación de TWENTIETH: This instrument also secures the recapture of
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the
por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two
de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)

Forma FmHA 1927-1(S) PR (Rev. 5-93)



This form is available electronica	ally.	(5	ee Page 3 for Priv		roved - OMB No. 0560-0237 ublic Burden Statements.)
FSA-2026	U.S. DEP	ARTMENT OF AGRICULTUR		,,_	Position 2
(04-08-10)		Farm Service Agency			
	PR	OMISSORY NOTE			
1. Name ARNALDO LUIS ORTIZ SI	TA DE G	2. State		3. County	TTT TITTE THE SMANUE OF THE STATE OF THE STA
		PUERTO RICO		MAYAGUEZ	
4. Case Number 63-018-581155835	5. Fund Code 44	6. Loan Number 06		7. Date)5/07/2010
8. TYPE OF ASSISTANCE		9. ACTION REQUIRIN	IC DECIMECOD	ANOTE	
106-OL-Reg(Ex Yth)-7	YR-SDA	1			
		Initial loan	Conservat	on easement	Deferred payments
		Consolidation	Reschedul	ing	Debt write down
		Subsequent loan	Reamortiz	ation	
10. FOR VALUE RECEIV	ED, the undersigned borrower	er and any cosigners igintly	v and severally i	oromise to pa	iv to the order of the
	epartment of Agriculture, act				
	EZ FSA FIELD OFFICE				overnment may later
` ′ —	ncipal sum of (b) THIRTY		•		5 · 5 · · · · · · · · · · · · · · · · ·
J		(\$ 30,000.00			, plus interest on
the unpaid principal balance	e at the RATE of (d) TWO F		SEVENTY FIV	E	
percent (e) 2.875	%) per annum. If this note i				· · · · · · · · · · · · · · · · · · ·
' '	F INTEREST in accordance				
	wer's last known address. The				
	or the type of loan indicated i		exceed the mg	nest rate esta	onsited in the
Covernment's regulations is	or the type or loan indicated t	n item o.			
11. Principal and interest s	hall be paid in (a) 8	installments a	s indicated belo	w, except as	modified by a different
rate of interest on or before	the following dates:				
(b) Installment amoun	t (c) Due Dat	e (b) Insta	llment amount		(c) Due Date
\$ 900.00	01/28/203	.1. \$			
5		\$			A CONTRACTOR OF THE PROPERTY O
\$		\$			
\$		\$			
and (d) \$ 5,440.00	thereafter on the (e)		of each (f) YEAL		until the
principal and interest are fu	illy paid except that the final	installment of the entire inc	debtedness evid	enced hereby	, if not sooner
paid, shall be due and paya	ble (g) 7 (SEVEN)	years from the d	ate of this note,	and except t	hat prepayments may
be made as provided below	. The consideration for this r	note shall also support any	agreement mod	ifying the for	egoing schedule
of payments.					
12. If the total amount of th	ne loan is not advanced at the	time of loan closing, the lo	oan funds shall l	oe advanced t	to the borrower as
requested by the borrower:	and approved by the Governr	nent. Approval by the Gov	vernment will be	e given, prov	ided the advance is
requested for a purpose aut	horized by the Government.	Interest shall accrue on the	amount of eac	h advance fro	in the actual date
disbursed.	DA) prohibits discrimination in all of its progra			Ma	
The U.S. Department of Agriculture (USC	OA) prohibits discrimination in all of its progre	ams and activities on the basis of race, c	olor, national origin, ag-	fred to	BOOADO IN ALABI SPIUS
reminal status, parental status, religion, s	exual onantation, political batiets, genetic in) Persons with disabilities who require alto	ornation, reprise, or decease all or part	or an indrividual's incor	na rakimiana unuu a	uh brouc assizianoó brodiano fisor
TARGET Center et (202) 720-2600 (void	e and TDD). To file a complaint of discrimin	iellon, write to USDA, Assistant Secretei	ry for Civil Rights, Offic	of the Assistant St	ecretary for Civil Rights, 1400
(Spanish Federal-relay) USDA is an eq	, Washington, DC 20250-9410, or call toil-fr ual opportunity provider and employer.	on at (earl ans-shar (culikeu) ot (apri) :	011-033# (11111) UI (BO	A JEUDIE	in anatomorphic (adv) and also
,				11. 1	ICTEA HILL
Initial A 05 Date	= 5-7-2010			A ST	-co//
MACRA	_			OF.	RTO RIV

FSA-2026 (04-08-10) Page 2 of 3

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

- 14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.
- 15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.
- 16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.
- 17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE LOAN NO	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-1YYT)	(e) ORIGINAL BORROWER	(I) LAST INSTALL DUE (IMM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	S	%			
	\$	%			
	S	%			

- 18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.
- 19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan.

Initial \$65 Date 5-7-2010



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20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

- 21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.
- 22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.
- 23. Presentment, protest, and notice are waived.

Maria C. Portres Color

ARNALDO LUIS ORTIZ SUAREZ AND MARIA CELESTE PACHECO COLON

NOTE

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, tailure to furnish the requested information may result in a denial for loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 9550-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instrictions sets thing entitle garaging data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN TRIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

NOTABIO

TO'

-DE	ED NUMBER SEVENTY FIVE (75)
la Ma En Ma	yaguez, Puerto Rico, May seven (7), awa thousand ten (2010), yaguez, Puerto Rico, a siete (7) de mayo del dos mil diez (2010).
*****	BEFORE MEANTE AH
SUSA	N BÁEZ DINON, Attorney and Notary Public for the Island of Puerto Rico. N BÁEZ DINON, Abogado y Notario Público de la Isla de Puerto Rico.
with r	esidence in Mayaguez, and office in Mayaguez, Puerto Rico
	APPEARCOMPARECEN
	ersons named in paragraph SEVENTH of this mortgage-
inc p Las p	ersans named in paragraph SEVENTT in this mortgage
de aq	nation called the "mortgagor" and whose personal circumstances
appea	r from said paragraph
fille	Notary, aftest to the personal knowledge of the appearing parties, as well as to their é del conocimiento personal de los comparecientes, así como por sus
stater dicho	nems which I believe to be true of their age, civil status, profession and residence
They Asegu	assure me that they are in full enjoyment of their civil rights, and the tree
admii	nistration of their property, and they have, in my judgment, the necessary———————————————————————————————————
legal para e	capacity to grant this voluntary mortgage
	WITNESSETIIEXPONEN
erbs	EXPONEN. T: That the mortgagor is the owner of the farm or farms described in-
narac	graph SEXTH of this mortgage, and of all rights and interest in the same- fo SEXTO así como de todos los derechos e intereses en las mismas
	minada de aqui en adelante "los bienes"
SEG	OND: That the property mortgaged herein is subject to the liens————————————————————————————————————
speci que s	ified in paragraph SEXTH herein e especifican en el parrafo SEXTO
TER	RD: That the mortgagor has become obligated to the United States CERO: Que el deudor hipotecario viene obligado para con los Estados Unidos
de A	mérica, acting through the Farm Service Agency
dene	inafter called the "mortgagee" in connection with
un p	m or loans evidenced by one or more promissory note(s) or assumption agreement(s) restanto o préstamos evidenciado por uno o más pagarés o convenio de subrogación,
here deno	inatier called "the note" whether one or more



Pacheco Colon ("Borrowers"),
Pacheco Colón ("Deudores"),
This Security Instrument is given to the United States of America acting through the
 Larm Service Agency or successor agency. United States Department of Agriculture ("Lender")
whose address is Farm Service Agency, e/o Centralized Servicing Center, United States
Department of Agriculture, P.O. Box 66889, St. Lauis, Missouri 63166,——————————————————————————————————
Borrower is indebted to Lender under the following promissory notes and/or assumption
agreements (herein collectively called "Note") which have been executed or assumed by
borrower and which provide for monthly payments, with the full debt, if not paid earlier, due audhan establecido pagos mensuales, los cuales tienen fecha de vencimiento para la deuda completa
payable on the maturity date
FIFTH: That the nate(s) referred to in paragraph THRD————————————————————————————————————
of this mortgage is(are) described as follows——————————————————————————————————
"Promissory Note" executed in case number 63-018-581155835
dated May seven (7) two thousand fen (2010) in the amount of fechado siete (7) de mayo del das mil diez (2010) por la sama de
THIRTY THOUSAND DOLLARS (\$30,000.00) of principal plus interest ————————————————————————————————————
plus interest over the impaid balance at the rate of
TWO POINT EIGHT SEVEN FIVE (2.875%) PERCENT PER ANNUM DOS PUNTO OCHO SIETE CINCO (2.875%) PORCIENTO ANUAL
until the principal is totally paid according to the terms, installments
conditions and stipulation contained in the promissory note and as agreed
between the horrower and the Government, except that the final installment of the
entire debt herein evidenced. if not sooner paid, will be due
and payable in SEVEN (7) YEARS from the date of this promissory mate a los SEVEN (7) AÑOS de la fecha de este pagaré.
Said promissory note is given as evidence of a loan made by the
Government to the horrower pursuant to the law of the Congress of the United————————————————————————————————————
States of America known as "Consolidated I am and Rural Development Act
Of 1961" or pursuant to "Title V of the Housing Act of 1949, as————————————————————————————————————
amended, and is subject to the present regulations of the Rural hun sido enmendadas y esta sujeto a los presentes reglamentos de Desarrollo
Development and to its future regulations not inconsistent with the- Rural y a los futuros reglamentos no inconsistentes con dicha



	express provisions thereof. Of which description, the authorizing Notary, GIVL FAITH. Ley. De cuya descripción, yo. el Notario Autorizante, DOY FE.
	Fhis Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the————————————————————————————————————
	Note: (h) the payment of all other sums, with interest, advanced under paragraph NINTH-7 torepresentada en el Pagaré; (b) el pago de cualquier otra suma, con los intereses dispuestos por el
~~	protect the property covered by this Security Instrument, (c) the performance of Borrower's
	covenants and agreements under this Security Instrument and the Note, and (d) the recapture
	of any payment assistance and subsidy which may be granted to the Borrower by the Lender
	pursuant to 42 U.S.C. §§1472 (g) or 1490a. For this purpose, Borrower irrevocably grants and—et Acreedor, conforme a las disposiciones de 42 U.S.C. §§ 1472 (g) o 1490a. Con tal propósito,—
	conveys to Lender the Real Estate property described in paragraph SIXTH————————————————————————————————————
	together with all the improvements now or hereafter erected on the property, and
	all easements, apportenances, and fixtures which now or hereafter are part of the property. Allahora o de aqui en adelante formen parte de la Propiedad. Todos los cambios y añadiduras
	replacements and additions shall also be covered by this Security Instrument
	All the foregoing is referred to in this Security Instrument as the "Property"
	BORROWER COVENANTS that Borrower is lawfully serzed of the estate hereby
	conveyed and has the right to grant and convey the Property and that the Property is traspasary que tiene el poder legal de otorgar y traspasar la propiedad, la cual està libre de
	unencombered, except for encombrances of record. Borrower warrants and with defend generally-grayamenes, con la excepción de grayamenes que surgen del Registro de la Propuedad. I I
	the title to the Property against all claims and demands, subject to any encumbrances of record Dendur se obliga a defender el título de la Propiedad contra toda reclamación o demando sujetas
	a coalquior gravamen registral,
	SEXTH: That the properties object of this deed and over which
	Voluntary mortgage is constituted, are described as follows;————————————————————————————————————
	FORTYONE ONE POINT FIFTY TWO (41.52) "CUERDAS",
	equivalent to sixteen (16) hecatareas and thirty two (32) areas. It horders to the North, equivalentes a dieciseis (16) hectáreas y treintidos (32) áreas. En lindes por el Norte,
	with Francisco Frontera, separated in part by a creek today belonging to Juan Rodriguez;
	to the South, with lands of Silvestre Bartolomey, separated by a community road and lands el Sur, con terrenos de Silvestre Bartolomey, separadus por un camino vecinal y terrenos
	of Jose Ayunt: to the East, with lands of the Estate of Tomas Martinez, today of
	Federico Aymat; and to the West, with hads of Francisco Fronteras (sic). It has two
	houses of wood and zine, used for a school



Recorded on page one hundred (100), book one hundred fourteen (114) of Marieno.	
estate number seven hundred six (706)	
Said property has the following encumbrances and liens,	
Administration in the amount of LIGHTY FOUR THOUSAND SEVEN HUNDREDAdministracion de Hogares de Agricultores por la suma de OCHEN HCUATRO MH	
OOLLARS (\$84,700,00) as per deed number (wenty six (26) before nutary public SETECIENTOS DOLARES (\$84,700,00) según la escritara numero ventuseis (26) ante el notar	k)-
Enrique Alcaraz Casablanca of May fourteen (14) of nincteen minety three (1993)	
—MORTGAGE owed the United States of America acting through the Farmers' Home	
Administration in the amount of SEVENTEEN THOUSAND ONE HUNDRED NINE INAdministracion de Hogates de Agricultores por la suma de DILCISILIE MIL CH NTO NOVE &	 (1/A
DOLARS (\$17,190.00) as per deed number sixty one (61) before notary public	
Franklin Rodriguez Mangual of July (wenty two (22) of nineteen ninety nine (1999)	
Both martgages have been modified as per deed number sixteen (116) of January twenty nine (29 Ambas hipotecus hun sido modificulas mediante la escritura numero diccisois de veintanteve (2)	,- 9,
rwa (hansand ten (2010) before natary public Susan Baez Dixon. de euero del das mil diez (2010) ante la natario publico Susan Baez Dixon.	
CROP MORTGAGE owed the United States of America acting through the Farmers' HomeREFACCION AGRICOLA a layor de Estados Unidos de America actuando por conducto de la	
Administration in the amount of SEVENTLEN THOU SAND ONE HUNDRED NINETY Administracion de Hogares de Agricultores por la sama de DIECISIETE MIL CIENTO NOVE.	NI.
DOLLARS (\$17,190.00) as per deed number sixty one (61) before notary public security DOLARES (\$17,190.00) según fa escritura número sesentiumo (61) ante el notario	
Franklin Rodriguez Mangual of July (wenty two (22) of nineteen ninety nine (1999), Franklin Rodriguez Mangual de veintidos (22) de julio de mil novecrentos nueve (1999)	
SEVENTH: The party appearing in the present deed as Mortgagors are: Actualdo Luis	
Ortiz Suarez and his wife Maria Celeste Pacheco Colon, of legal age, proprietors and residen Ortiz Suarez y espasa Maria Celeste Pacheco Colon, mayores de edad, propietarios y residen	ils- les
of Maricao, Puerto Rico, whom I have identified by means of their respective valid drivers's de Maricao, Puerto Rico, a quienes he identificado pur medio de sus respectivas heenens de	
licenses, issued by the Commonwealth of Puerto Rico,	
Whose postal address is: P.O. Bux 466, Maricau, PR 00606 Cuya dirección postal es: P.O. Bux 466, Maricau, PR 00606.	
EIGHTH: THIS SECURITY INSTRUMENT combines uniform covenants for national use au OCTAVO: FSTE INSTRUMENTO DE GARANTÍA combina los convenios uniformes para	d
non-uniform covenants with limited variations by jurisdiction to constitute a uniform security-uso nacional y los no uniformes con variaciones limitadas por jurisdicción para constituir un	
instrument covering real property Instrumento de Garantia uniforme sobre la propiedad innueble	
NINTH: UNIFORM COVENANTS, Borrower and Lender covenint and agree us follows;NOVENO: ACUERDOS UNIFORMES, 13 Deudor y el Acreedor se obligan y matuamente	
acuerdan lo siguiente:	
ONL (1) Payment of Principal and Interest: Payment and Late Charges	



Burrower shall promptly pay when due the principal of and interest on the debt evidenced by-El Dendor pagará prontamente a su vencimiento el principal y el interés de la deuda representadathe Note and any prepayment and late charges due under the Note.----por el Pagaré y cualquier prepago y cargos por demoras adeudados bajo el Pagaré.-----DOS (2) Londos para Impuestos y Seguros. Sujeto a la ley aplicable o n un relevo escrito----by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note.---the Acreedor, of Dendor pagent at Acreedor or of the detecnormic no de cada page mensual bajusuntil the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may----el Pagare, hasta su completo pago, una suma (Fondos) para, (a) impuestos anuales y tasaciones----attain priority over this Security Instrument as a lieu on the Property: (b) yearly Teasehold-----territoriales con prioridad sobre este Instrumento da Garantia como gravamen a la Propiedad:----payments or ground rents on the Property, if any; (c) yearly hazard or property insurance-----(b)arrendamientos aquales si algunos; e) primas anuales por daños a la Propiedad y (d) primas-----anuales por seguros de inundación, si alguno. Estas partidas se denominan Partidas de Plica 11----Acreedor podrá, en cualquier momento, cobrar y retener l'ondos que no excedan aquella -----maximum amount a lender for a federally related mortgage loan may require for Borrower's-----cantidad máxima que pueda requerir un acreedor para un préstamo hipotecario federal para la----escrow account under the federal Real Estate Settlement Procedures Act of 1974 as imended----cuenta plica del Deudor bajo la Ley de procedimientos para transacciones de Bienes Raices del----from time to time,12 U.S.C. § 2601 et seq. ("RESPA"), unless another law or federal regulation----1974 (Real Estate Settlement Procedures Act of 1974) según enmendada periódicamente, 12----that applies to the Funds sets a lesser amount. If so, Lender may at any time, collect and hold------12 U.S.C. § 260) et seq. (RESPA), salvo que otra ley o reglamento federal aplicable establezca----Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds---un limite menor. En ese caso, el Acreedor podrá en cualquier momento, cobrar y retener los------due on the basis of current data and reasonable estimates of expenditures of future Escrow Items -depósitos por una cantidad que no exceda la cantidad menor. El Acreedor puede estimar la-------or otherwise in accordance with applicable law.----cantidad de diacros vencidos a base de información actual y los estimados de gastos razonables---por concepto de futuras Partidas de Plica o de otra forma conforme a la ley aplicable -----Los fondos se depositarán en una agencia federal (incluyendo al Aercedor) o en una---------------------------whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply-----institución cuyos depósitos estên asegurados por una agencia federal, instrumentalidad o entidad.-the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying-----El Acreedor utilizará los fondos para cubrir el pago de las Partidos de Ptica. El Acreedor un-----the Funds, annually analyzing the eserow account, or verifying the Eserow Items, unless Lender--podrá cobrarle al Deudor por depositar y utilizar los fondos por analizar amadmente la cuenta ----pays Borrower interest on the Funds and applicable law permus Lender to make such a charge-----plica o por verificar la partida de plica, salva que el Acreedor le pague intereses al Deudor sobre--however. I ender may require Borrower to pay a one-time charge for an independent real estate---los tondos y que esté autorizado por la ley a tal pago. No obstante, el Acreedor podra requernie---tax reporting service used by Lender in connection with this loan, unless applicable law-----al Deudor que pague en una sola ocasión, un cargo por servicio independiente de informe-----provides otherwise. Unless an agreement is made or applicable law requires interest to be paid.----contributivo sobre bienes taices utilizados por el Acreedor relacionado a este prestamo salvo ques-Lender shall not be required to pay Borrower any interest or earnings on the Lunds, ----la ley aplicable indique la contrario. Salvo que pacto en contrario o que la ley aplicable requiera-Borrower and I ender may agree in writing, however, that interest shall be paid on the Funds.----que se paguen intereses, el Acreedor no tendra que pagarle al Deudor intereses o ganancias subre-Lender shall give to Borrower, without charge, an annual accounting of the Lunds' showing-----los fondos. El Deudor y el Acreedor podrán acordar por escrito, sin embargo, que se pagarán -----



eredits i interese	and debits to the Funds and the purpose for which each debit to the Funds was mades por los fondos. El Acreedor le entregará al Deudor, sin cargo alguno, una contabilidad
anuul d	nds are pledged as additional security for all sums secured by this Security Instrument
débito.	El Dendor pignora o da en prenda los l undos como garantía adicional para todas las
cantilla	lex garantizadas-en æste Instrumento du Canantin
lf the F Si Ios F	unds held by Lender exceed the amounts permitted to be held by applicable law,
Lender el Aero	shall account to Borrower for the excess funds in accordance with the requirements ador responderá ante el Deudor por la cantidad en exceso conforme a las disposíciones
of appli de ley i	cable law. If the amount of the Funds held by 1 ender at any time is not sufficient to pay plicables. Si on cualquier momento, la cantidad de los fondos retenidos por el Acreedor
the fisc no sun	row Items when due, Lender may so notify Borrower in writing, and, in such casesaticientes para cubrir las Partidas en Plica, a su veneimiento, el Acreedor lo notificara
Horrow pur esc	er shall pay to Lender the amount necessary to make up the deficiency
culsir l	a deficiencia.
Darray	are shall make up the deficiency in no more than twelve monthly payments, at I ender's addressible and the deficiencia on no may de docc plazos mensuales, únicamente a opeión
sole di del Ac	scretion.
Upon p	nayment in full of all sums secured by this Security Instrument, Lender shall upleto pago de las cantidades garantizadas en este Instrumento de Garantia, el
nrounn	dy refund to Borrower any 1 unds field by Lender 11 Lender shall acquire or self the
Proper evento	ty after acceleration under paragraph NIN111-22.1 ender, prior to the acquisition or sale de que et Accedor adquiero o venda la Propiedad biego de la accleración dispuesta en el
of the	Property, shall apply any 1 unds held by 4 ender at the time of acquisition or sale as credit NOVENO- 22, cl Acreedor, previa la adquisición o yenta de la Propiedad, utilizma
agains cualqu	the sums secured by this Security Instrument. fer Depósito retenido por el Acreedor al momento de la adquisición o venta, como crédito
contra	las cantidades garantizadas en este Instrumento de Garantia
HIRI IRES	 Application of payments. Unless applicable law or Lender's regulations
provic indiqu	te otherwise, all payments received by Lender under paragraph NINTH-1 and 2 shall be ten ofta cosa, todos los pagos recibidos por el Acreedor bajo el parrafo NOVENO -1 y 2 se-
applica	d in the following order of priority: (1) to advances for the preservation or protection at rin en el siguiente triden de prioridad: (1) adelantos para la preservación o proteccion de la-
the Pr Propie	operty of enforcement of this lien; (2) to accrued interest due under the Note; (3) to- mad sujeta a gravamen; (2) para intereses acumulados vencidos bajo el Pagaré; (3) para el-
princi princi	pal due under the Note. (4) to amounts required for the escrow items under paragraph pal adoudado bajo el Pagaré: (4) pura las cantidades requeridas bajo Plica bajo el párcato
NINT NOV	H-2; (5) to late charges and other fees and charges.————————————————————————————————————
FOUI	R (4) Chargest Liens, Borrower shall pay all taxes, assessments, charges, times, and
iman	sitions attributable to the Property which may attain priority over this Security s e imposiciones atribuibles a la Propiedad que puedan advenir prioritarias sobre este
locte	iment, and leaschold payments or ground rents, if any, Butrower shall pay these imento de Garintia y arrendamientos si alguno. El Deudor pagará estas obligaciones en la
Malia	ations in the manner provided in paragraph NINTH-2, or if not paid in that manner t dispuesto por el parrafo NOVI NO-2, o de lo contrario, el Deudor las pagará a su



Borrower shall pay them on time directly to the person owed payment. Borrower shall promptlyvencimiento a la persona a quien se le deba. El Deudor notificará puntualmente al Acreedor de	
furnish to Lender all notices to be paid under this paragraph. If Borrower makes these payments todas las cantidades a pagarse hajo este párrafo. Si el Deudor hace estos pagos directamente, el	
directly. Borrower shall promptly famish to Lender receipts evidencing the payments	
Borrower shall promptly discharge any lien which has priority over this Security El-Deudor cancelara puntualmente cualquier gravamen que tenga prioridad sobre este	
Instrument unless Lender has agreed in writing to such lien or Borrower;	
(a) agrees in writing to the payment of the obligation secured by the lien in a manner	
acceptable to Lender; (b) contests in good faith the tien by, or defends against enforcement ofaceptable al Acreedor; (b) de buena fe proteste el gravamen o se defienda contra la imposición	
the fica in, legal proceedings which in the Lender's opinion operate to prevent the enforcement——del gravamen en procesos legales que en la opinión del Acreedor, actúan para impedir la————————————————————————————————————	
of the lien; or (c) secures from the holder of the lien un agreement satisfactory to Lender	
subordinating the lien in this Security Instrument. If Lender determines that any part- del Acreedor para subordinar et gravamen a este Instrumento de Garantía. Si el Acreedor	
of the Property is subject to a lien which may attain priority over this Security————————————————————————————————————	. !
Instrument, Lender may give Borrower a notice identifying the lien. a este Instrumento de Garantia, el Acreedor podrà notificar al Deudor a los efectos de identificar-	
Borrower shall satisfy the lien or take one or more of the actions set forth aboveel gravamen. El Deudor cancelará el gravamen o procederá a tomar una o mas de las acciones	
within ten (10) days of the giving of the notice,	-
Borrower shall pay to Lender such fees and other charges as may now or———————————————————————————————————	-
hereufter be required by regulations of Lender, and pay or reimburse Lender for all Lender's requeridos por la reglamentación del Aereedor y le pagará o rembolsará al Aereedor todos los	-
fees, costs, and expenses in connection with any full or partial release or subordination of	•
this instrument or any other transaction affecting the property.————————————————————————————————————	-
FIVE (5) Hazard or Property Insurance. Borrower shall keep the improvements now	
existing or hereafter erected on the Property insured against loss by fire, hazards include	
within the term "extended coverage" and any other hazards, including floods or flooding	·-
for which Lender requires insurance. This insurance shalf be maintained in the amounts and for- inundaciones, para los cuales el Acreedor requiera seguro. Este seguro deberá mantenerse en	. <u>.</u>
periods that Lender requires. The insurer providing the insurance shall be chosen by Borrowervigor con las mismas especificaciones, limites y cubicrtas requeridos por el Acreedor. El Deudor-	
subject to Lender's approval which shall not be unreasonably withheld. If Burrower fails to escogerá el asegurador sujeto al consentimiento del Acreedor, cuya aprobación no será denegada	
maintain coverage described above, at Lender's option Lender may obtain coverage to protect irrazonablemente. SI el Deador incumpliera en mantener vigente la cobierta descrita	
Lender's rights in the Property pursuant to paragraph NINTH-7. Interiormente, el Acreedor puede procurarse la cubierta para proteger los derechos del Acreedor	•••
sobre la Propiedad, en conformidad con lo dispuesto en el párrafo NOVENO-7	
All instrance polícies and renewals shall be in a form neceptable to Lender and shall———————————————————————————————————	



	include a standard mortgage clause. Lender shall have the right to hold the policies and
	renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid
	premiums and renewal notices. In the event of loss, Borrower shall give prompt notice
· · · · · · · · · · · · · · · · · · ·	to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by pérdida, el-Deudor le notificarà prontamente al asegurado y al Acreedor, El Acreedor, pudrá
	Borrower
	Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be Salvo pacto por esertio en contractio entre el Acceedor y el Deudor, los productos do la
	applied to restoration or repair of the Property damaged, if the restoration or repair is- póliza podrán ser aplicados para restaurar o reparar los daños a la Propiedad, si la restauración o
	economically feasible or Lender's security is not lessened. If the restoration or repair is not- reparación es viable económicamente y no se afecta la garantía del Acreedor. Si la restauración o-
	economically feasible or Lender's security would be lessened, the insurance proceedy shall bereparación no es económicamente viable, o si se afecta la garantía del Aercedor, el producto de
	applied to the sums secured by this Security Instrument, whether or not then duc,————————————————————————————————————
	with any excess paid to Borrower. If Borrower abandons the Property, or does not answer
	within thirty (30) days a notice from Lender that the insurance carrier has offered to settle——————————————————————————————————
	a chim, then Lender may collect the insurance proceeds
	Acreedor podrá cobrar el producto de la púliza.
	Lender may use the proceeds to repair or restore the Property or to pay sums secured————————————————————————————————————
	by this Security Instrument, whether or not then due. The thirty (30) day period will beginpagar las sumas garantizadas por este Instrumento de Garantia estén o no vencidas estas sumas
	when the notice is given.————————————————————————————————————
	Unless Lender and Borrower otherwise agree in writing, any application of the proceeds———————————————————————————————————
	to principal shall not extend or postpone the due date of the monthly payments referred todel producto al principal, no tendrá el efecto de extender ni posponer la fecha de vencimento, ni
	in paragraph NINTH-1 and 2 or change the amount of the payments. If after acceleration thein cantidad de los pagos mensuales referidos en el párrafo NOVENO-1 y 2, ni de cambiar la
	Property is acquired by Lender, Borrower's right to any insurance policies and proceeds
	resulting from damage to the Property prior to the acquisition shall pass to Lender to the
	extent of the sums secured by this Security Instrument immediately prior to the
	acquisition,
	SEX (6) Preservation, Maintenance, and Protection of the Property, Borrower's Loansesses (6) Conservación, Mantenimiento y Protección de la Propiedad,
	Application: I cascholds
	Borrower shall not destroy, damage or impair the Property, allow the Property- El Deudor no destruirs, dahara ni menoscahara la Propiedad, ni permitira su
	deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in- deterioro ni ruina. El Deudor mantendrá todos las mejoras en buen estado y realizará todas las



good repair and make repairs required by Lender. Borrower shall comply with all laws reparaciones que requiera el Acreedor. El Deudor cumplirá con todas las leyes, ordenanzas y
ordinances and regulations affecting the Property. Borrower shall be in default if any
forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith inste cualquier procedimiento civil o criminal o acción de ejecución que en el juicio de huena fe
 judgement could result in forfeiture of the Property or otherwise materially impair the lien
created by this Security Instrument or Lender's security interest. Borrower may
esta Garantia
cure such a default by causing the action or proceeding to be dismissed with a ruling that, in————————————————————————————————————
Lender's good faith determination, precludes forfeiture of the Borrower's interest in thedesestimación, cuya determinación, que a juicio de huena fe del Acreedor, evite la ejecución del
Property or other material impairment of the fien created by this Security Instrument or
Lender's security interest, Borrower shall also be in default if Borrower, during the loan
application process, gave materially false or inaccurate information or statements to Lenderdurante el proceso de solicitud del préstamo, suministró información o afirmaciones incorrectas
(or failed to provide Lender with any material information) in connection with the Inan
evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with-relacionada con el préstamo evidenciado por el pagaré. Si el Instrumento de Garantiia es sobre
all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold—————un arrendamiento, el Deudor cumplirá con todas las disposiciones del contrato de arrendamiento. —
and the fee title shall not merge unless Lender agrees to the merger in writing
el Acreedor consienta por escrito
SEVEN (7) Protection of Lender's Rights in the Property- SIETE (7) Protección de los Derechos del Acreettor a la Propiedad
SEVEN (7) Protection of Lender's Rights in the Property-
SEVEN (7) Protection of Lender's Rights in the Property
SEVEN (7) Protection of Lender's Rights in the Property. SIETE (7) Protection de los Derechas del Acreedor a la Propiedad. If Borrower fails to perform the covenants and agreements contained in this Security. Si el Deudor no cumple con todas los conventos y acuerdos contenidos en este instrumento de
SEVEN (7) Protection of Lender's Rights in the Property— SIETE (7) Protection de los Derechos del Acreedor a la Propiedad— If Borrower fails to perform the covenants and agreements contained in this Security— Si el Deudor no cumple con todas los convenios y accordos contenidos en este Instrumento de— Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the— Garantia, o si se insta un proceeding in bankruntey, probate, for condemnation or forfeiture or to———
SEVEN (7) Protection of Lender's Rights in the Property
SEVEN (7) Protection of Lender's Rights in the Property. SIETE (7) Protection de los Derechos del Acreedor a la Propiedad. If Borrower fails to perform the covenants and agreements contained in this Security. Si el Deudor no cumple con todas los conventos y accordos contenidos en este instrumento de. Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the- Garantía, o si se insta un procedimiento legal que pueda afectar significativamente el derecho- Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to- del Acreedor a la Propiedad, tales como (procedimiento de quiebra, validación testamentaria, enforce laws or regulations), then Lender may do and pay for whatever is necessary to- expropiación, ejecución o para cumplimiento de leyes y reglamentos), el Acreedor podrá, propert the value of the Property and Lender's rights in the Property.
SEVEN (7) Protection of Lender's Rights in the Property. SIETE (7) Protection de los Derechos del Acreedor a la Propiedad. If Borrower fails to perform the covenants and agreements contained in this Security. Si el Deudor no cumple con todas los convenios y accordos contenidos en este Instrumento de. Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the- Garantia, o si se insta un procedimiento legal que pueda afectar significativamente el derecho- Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to- del Acreedor a la Propiedad, tales como (procedimiento de quiebra, validación testamentaria, enforce laws or regulations), then Lender may do and pay for whatever is necessary to- expropiación, ejecución o para cumplimiento de leyes y reglamentos), el Acreedor podrá, protect the value of the Property and Lender's rights in the Property, aunque no viene obligado, tomar acción y pagar lo que sea necesario para proteger el valor de la-
SEVEN (7) Protection of Lender's Rights in the Property— SIETE (7) Protection de los Derechos del Acreedor a la Propiedad— If Borrower fails to perform the covenants and agreements contained in this Security— Si el Deudor no cumple con todas los convenios y accordos contenidos en este Instrumento de— Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the— Garantia, o si se insta un procedimiento legal que pueda afectar significativamente el derecho— Property tsuch as a proceeding in bankruptey, probate, for condemnation or forfeiture or to— del Acreedor a la Propiedad, tales como (procedimiento de quiebra, validación testamentaria, — enforce laws or regulations), then Lender may do and pay for whatever is necessary to— expropiación, ejecución o para cumplimiento de leyes y reglamentos), el Acreedor podrá.— protect the value of the Property and Lender's rights in the Property— aunque no viene obligado, tomar acción y pagar lo que sea necesario para proteger el valor de la— Propiedad y los derechos del Acreedor en la Propiedad.— Lender's actions may include navine any sums secured by a lien, which has priority over this—
SEVEN (7) Protection of Lender's Rights in the Property— SIETE (7) Protection de los Derechos del Acreedor a la Propiedad— If Borrower fails to perform the covenants and agreements contained in this Security— Si el Deudor no cumple con todas los convenios y acuerdos contenidos en este Instrumento de— Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the— Garantia, o si se insta un procedimiento legal que pueda afectar significativamente el derecho— Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to— del Acreedor a la Propiedad, tales como (procedimiento de quiebra, validación testamentaria, — enforce laws or regulations), then Lender may do and pay for whatever is necessary to— expropiación, ejecución o para cumplimiento de leyes y reglamentos), el Acreedor podrá,— protect the value of the Property and Lender's rights in the Property,— aunque no viene obligado, tomar acción y pagar lo que sea necesario para proteger el valor de la— Propiedad y los derechos del Acreedor en la Propiedad,— Lender's actions may include paying any sums secured by a lien, which has priority over this— Les acciones del Acreedor pueden incluir el pago de cualquier suma asegurada por un gravamen— Security Instrument, appearing in court, paying reasonable attorney's fees and entering on—
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SEVEN (7) Protection of Lender's Rights in the Property— SIETE (7) Protection de los Derechos del Acreedor a la Propiedad— If Borrower fails to perform the covenants and agreements contained in this Security— Si el Deudor no cumple con todas los convenios y acuerdos contenidos en este Instrumento de— Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the— Garantia, o si se insta un procedimiento legal que pueda afectar significativamente el derecho— Property tsuch as a proceeding in bankruptey, probate, for condemnation or forfeiture or to— del Acreedor a la Propiedad, tales como (procedimiento de quiebra, validación testamentaria, — enforce laws or regulations), then Lender may do and pay for whatever is necessary to— expropiación, ejecución o para cumplimiento de leyes y reglamentos), el Acreedor podrá,— protect the value of the Property and Lender's rights in the Property— aunque no viene obligado, tomar acción y pagar lo que sea necesario para proteger el valor de la— Propiedad y los derechos del Acreedor en la Propiedad.— Lender's actions may include paying any sums secured by a lien, which has priority over this— Les acciones del Acreedor pueden incluir el pago de cualquier suma asegurada por un gravamen— Security Instrument, appearing in court, paying reasonable attorney's fees and entering on— con prioridad sobre esta Hipoteca, comparecer a corte, pagar honorarios de abogado razonables — the Property to make repairs. Although Lender may take action under this paragraph NIN1H-7,— y realizar reparaciones a la Propiedad. A pesar de que el Deudor puede tomar acción bajo este —



debt of Borrower secured by this Security Instrument, Unless Borrower and Lender agree to- deuda adicional para el Deudor, garantizadas por este Instrumento de Garantia. Salvo que el ···	
other terms of payment, these amounts shall bear interest from the date of the disbursement at- deudor y el Acreedor acuerden otros términos de pago, estas cantidades devengarán intereses -	
the Note rate and shall be payable, with interest, upon notice from Lender to Borrowerdesde la fecha del desembolso al tipo de interés pactado en el Pagaré y serán pagaderos con	
requesting payment	77070
EIGHT (8) Refinancing	
If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a Si en cualquier momento, el Acreedor entiende que el Deudor puede obtener un préstamo de d	Mil
responsible cooperative or private credit source, at reasonable rates and terms for inans cooperativa responsable o fuentes de crédito privadas a unos tipos de términos de préstamo	
for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan razonables para propósitos similares, el Deudor, a solicitud del Acreedor, deberá solicitar	
in sufficient amount to pay the note and any indebtedness secured hereby in full, y aceptar (al préstamo en cantidad sufficiente para saldar el Pagaré y cualquier denda garantiza	da
NINE (9) Inspection————————————————————————————————————	
Lender or its agents may make reasonable entries upon and inspections of the	
Property. Lender shall give Borrower notice at the time of or prior to an inspection————————————————————————————————————	
specifying reasonable cause for the inspection,	
TEN (10) Condemnation	
The proceeds of any award or claim for damages, direct or consequential, in connection————————————————————————————————————	
with any condemnation or other taking of any part of the Property, or for conveyance in lieu of par expropiación total o parcial de la Propiedad o dación en pago por la presente son cedidos	y
condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking serán pagaderos al Acreedor. En caso de la expropiación total de la Propiedad, el producto de	erf 2 la
Property, the proceeds shall be applied to the sums secured by this Security Instrument, whet sentencia será aplicado a la suma total garantizada por este Instrumento de Garantia, esté o no	her
or not due, with any excess paid to Borrower. In the event of a partial taking of the Property- veneida y enalquier sobrante será pagadero al Deudor. En caso de una expropiación parcial d	le la
in which the fair market value of the Property immediately before the taking is equal to or Propiedad cuando el valor razonable de la Propiedad en el mercada immediatamente antes de	la
greater than the amount of the sums secured by this Security Instrument immediately before- expropiacion sea igual o mayor que la suma de las cantidades garantizadas por este Instrume	n(a
the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this- de Garantia o immediatamente antes de la expropiación, y salvo pacto por escrito en contrario	3
Security Instrument shall be reduced by the amount of the proceeds multiplied by the follow las sumas garantizadas por este Instrumento de Garantia se reducirán por la cantidad del	ing
fraction: (a) the total amount of the sums secured immediately before the taking divided by- producto multiplicado por la siguiente fracción (a) la suma total de las cantidades aseguradas	s
(b) the fair market value of the Property immediately before the taking immediatamente antes de la expropiación divididas entre (b) el valor razonable del mercado (ue m
Propiedsd inmediatamente antes de la expropiación.	******
Any balance shall be paid to Borrower. In the event of partial taking of the Property in whic Cualquier sobrante será pagadero al Deudor. En el caso de una expropiación parcial de una-	h the
fair market value of the Property immediately before the taking is less than the amount of the Propiedad en que et valor razonable en el mercado de la Propiedad immediatamente antes de	: 18



C)	uns secured hereby immediately before the taking, unless Borrower and Lender expropiación sea menor que la suma de las cantidades garantizadas inmediatamente antes de la
e	therwise agree in writing or unless applicable law otherwise provides, the proceeds shall be expropiación y salvo pacto por escrito en contrario entre el Deudor y el Acreedor, o por
d	pplied to the sums secured by this Security Instrument whether or not the sumsisposición de ley aplicable en contrario, el producto de la sentencia será aplicado a las sumas
a. g	re then due.————————————————————————————————————
S	Property is abandoned by Borrower, or if, after notice by Lender to Borrower that
11	ne condemnor offers to make an award or settle a claim for damages. Borrower
fi P	uils to respond within thirty (30) days after the date the notice is given, I ender is————————————————————————————————————
a	uthorized to collect and apply the proceeds, at its option, either to the restoration or
r: d	epair of the Property or to the sums secured by this Security Instrument, whether or- lichus sumas a su opción, a restaurar o reparar la Propiedad, o como abono a las sumas
g	not then due. Unless Lender and Borrower otherwise agree in writing, any application
0	of proceeds to principal shall not extend or postpone the due date of the monthly
F	sayments referred to in paragraph NINTH-1 and 2 or change the amount of such payments steeto de extender ni posponer las fechas de vencimiento de los pagos mensuales mencionados en-
-	l párrafo NOVENO-1 y 2, ni de cambiar las cantidades de los pagos,
l	CLEVEN (11) Borrower Not Rahaged: Forbearance By Lender Not a Waiver
ĺ	Extension of the time for payment or modification of the sums secured by this————————————————————————————————————
	Security instrument granted by Lender to Borrower and any successor in interest of
1	Borrower shall not operate to release the liability of the original Borrower or Borrower's cesionario o sucesores en interés no tendrá el efecto de relevar al deudor original o a los
;	successers in interest. Lender shall not be required to commence proceedings against any
:	successor in interest or refuse to extend time for payment or otherwise modify amortization contra cualquier sucesor en interés o rehusarse a extender el período de pago, o de otro modo,
1	of the sums secured by this Security Instrument by reason of any demand made by the original modificar los términos de amortización de las sumas garantizadas por este Instrumento de
	Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising
	any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.————————————————————————————————————
	renuncia ni impedirá el ejercicio de tal derecho o remedio
	TWELVE (12) Successors and Assigns Bound; Joint and Several Liability; Co-signers————————————————————————————————————
	The covenants and agreements of this Security Instrument shall bind and benefit the
	successors and assigns of Lender and Borrower, subject to the provisions of paragraph
	NINT11-16
	NINTH-16
	Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs Lus obligaciones del Deudor serán solidarias. Cualquier Deudor que suscriba este Instrumento



this Security Instrument but does not execute the Note; (a) is co-signing this Security————————————————————————————————————
Instrument only to mongage, grant and convey that Borrower's interest in the Property under
the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by—de Garantia; (b) no estará obligado personalmente a pagar la suma garantizada por este
this Security Instrument: and (c) agrees that Lender and any other Borrower may agree to
extend, modify, furbear or make any accommodations with regard to the terms of this Security
Instrument or the Note without that Borrower's consent. Garantia o al Pagaré sin el consentuniento del Deudor.
THIR FELN (13) Notices
Any notice to Borrower provided for in this Security Instrument shall be given by————————————————————————————————————
delivering it or by mailing it by first class mail unless applicable law requires use of another
method. The notice shall be directed to the Property Address or any other address Borrower
designates by notice to Lender. Any notice to I ender shall be given by first class mail- otra dirección que el Deudor designe por notificación al Acreedor. Cualquier notificación al
to Lender's address stated herein or any other address Lender designates by notice to- Acreedor será mediante correo regular a la dirección del Acreedor aqui indicada o cualquier otra
Borrower, Any notice provided for in this Security Instrument shall be deemed to have
boon given to Borrower or Lender when given as provided in this paragraph. por este Instrumento de Garantia se considerará hocha al Deudor o Acreedor según dispuesto en
esic párralo
este părrafo.
este párrafo.
FOURTEEN (14) Governing Law: Severability———————————————————————————————————
FOURTEEN (14) Governing Low: Severability———————————————————————————————————
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FOURTEEN (14) Governing Low: Severability— CATORCE (14) Ley Aplicable: Separabilidad— This Security Instrument shall be governed by federal law, in the event that any— Este Instrumento de Garantia se regirá por la Ley Federal. En caso de que cualquier— provision or clause of this Security Instrument or the Note conflicts with applicable law,— disposición o cláusula de este Instrumento de Garantia o del Pagaré conflijan con la ley— such conflict shall not affect other provisions of this Security Instrument or the Note which— aplicable, dicho conflicto no afectará otras disposiciones de este Instrumento de Garantia o del— can be given effect without the conflictive provision. To this end, the provisions of this Security— Pagaré que puedan ponerse en vigor sin dicha disposición conflictiva. A estos fines, todas la— instrument and the Note are declared to be severable. This instrument shall be subject to the— disposiciones de este Instrumento de Garantia o del Pagaré se declaran separables. Este— present regulations of Lender, and to its future regulations not inconsistent with the— Instrumento de Garantia estará sujeto a los reglamentos del Acreedor vigentes al presente o en el-
POURTEEN (14) Governing Low: Severability— CATORCE (14) Ley Aplicable: Separabilidad— This Security Instrument shall be governed by federal law, in the event that any— Este Instrumento de Garantia se regirà por la Ley Pederal. En caso de que cualquier— provision or clause of this Security Instrument or the Note conflicts with applicable law,— disposición o cláusula de este Instrumento de Garantia o del Pagaré conflijan con la ley— such conflict shall not offect other provisions of this Security Instrument or the Note which— aplicable, dicho conflicto mo afectará otras disposiciones de este Instrumento de Garantia o del— can be given effect without the conflictive provision. To this end, the provisions of this Security— Pagaré que puedan ponerse en vigor sin dicha disposición conflictiva. A estos fines, todas lus— Instrument and the Note are declared to be severable. This instrument shall be subject to the— disposiciones de este Instrumento de Garantia o del Pagaré se declaran separables. Este— present regulations of Lender, and to its future regulations not inconsistent with the— Instrumento de Garantia estarà sujeto a los reglamentos del Acreedor vigentes al presente o en cla- express provisions hereof. All powers and agencies granted in this instrument are coupled— futuro que no sean inconsistentes con las disposiciones del mismo. Todos los poderes— publica interest and are irreporable by death or otherwise; and the rights and remedies—
FOURTEEN (14) Ley Aplicable: Separability— CATORCE (14) Ley Aplicable: Separabilidad— This Security Instrument shall be governed by federal law. In the event that any— Este Instrumento de Garantia se regirá por la Ley Federal. En caso de que cualquier— provision or clause of this Security Instrument or the Note conflicts with applicable law.— disposición o cláusula de este Instrumento de Garantia o del Pagaré conflijan con la ley— such conflict shall not affect other provisions of this Security Instrument or the Note which— aplicable, dicho conflicto no afectará otras disposiciones de este Instrumento de Garantia o del can be given effect without the conflictive provision. To this end, the provisions of this Security— Pagaré que puedan ponerse en vigor sin dicha disposición conflictiva. A estos fines, todas lus— Instrument and the Note are declared to be severable. This instrument shall be subject to the— disposiciones de este Instrumento de Garantia o del Pagaré se declaran separables. Este— present regulations of Lender, and to its future regulations not inconsistent with the— Instrumento de Garantia estará sujeto a los reglamentos del Acreedor vigentes al presente o en el- express provisions hereof. All powers and agencies granted in this instrument are coupled— futuro que no sean inconsistentes con las disposiciones del mismo. Todos los poderes— with an interest and are irrevocable by death or otherwise; and the rights and remedies— concedidos en este Instrumento de Garantia conflevan interés y son irrevocables pur causa de— provided in this instrument are cumulative to remedies provided by law,— muerte o cualquier otra causa: y los derechos y remedios dispuestos en este Instrumento de—
FOURTEEN (14) Ley Aplicable: Separability— CATORCE (14) Ley Aplicable: Separabilidad— This Security Instrument shall be governed by federal law, in the event that any— Este Instrumento de Garantia se regirá por la Ley Federal. En caso de que cualquier— provision or clause of this Security Instrument or the Note conflicts with applicable law,— disposición o cláusula de este Instrumento de Garantia o del Pagaré conflijan con la ley— such conflict shall not offect other provisions of this Security Instrument or the Note which— aplicable, dicho conflicto no afectará otras disposiciones de este Instrumento de Garantia o del— can be given effect without the conflictive provision. To this end, the provisions of this Security— Pagaré que puedan ponerse en vigor sin dicha disposición conflictiva. A estos fines, todas las— instrument and the Note are declared to be severable. This instrument shall be subject to the— disposiciones de este Instrumento de Garantia o del Pagaré se declaran separables. Este— present regulations of Lender, and to its future regulations not inconsistent with the— Instrumento de Garantia estará sujeto a los reglamentos del Acreedor vigentes al presente o en el- express provisions hereof. All powers and agencies granted in this instrument are coupled— with an interest and are irrevocable by death or otherwise; and the rights and remedies— concedidos en este Instrumento de Garantia conflevan interés y son irrevocables por causa de— provided in this instrument are cumulative to remedies provided by law,— muerte o enalquier otra causa: y los derechos y remedios dispuestos en este Instrumento de— Garantia podrán ser acumulados a los remedios dispuestos por ley. Garantia podrán ser acumulados a los remedios dispuestos por ley.
FOURTEEN (14) Ley Aplicable: Separability— CATORCE (14) Ley Aplicable: Separabilidad— This Security Instrument shall be governed by federal law. In the event that any— Este Instrumento de Garantia se regirá por la Ley Federal. En caso de que cualquier— provision or clause of this Security Instrument or the Note conflicts with applicable law.— disposición o cláusula de este Instrumento de Garantia o del Pagaré conflijan con la ley— such conflict shall not affect other provisions of this Security Instrument or the Note which— aplicable, dicho conflicto no afectará otras disposiciones de este Instrumento de Garantia o del can be given effect without the conflictive provision. To this end, the provisions of this Security— Pagaré que puedan ponerse en vigor sin dicha disposición conflictiva. A estos fines, todas lus— Instrument and the Note are declared to be severable. This instrument shall be subject to the— disposiciones de este Instrumento de Garantia o del Pagaré se declaran separables. Este— present regulations of Lender, and to its future regulations not inconsistent with the— Instrumento de Garantia estará sujeto a los reglamentos del Acreedor vigentes al presente o en el- express provisions hereof. All powers and agencies granted in this instrument are coupled— futuro que no sean inconsistentes con las disposiciones del mismo. Todos los poderes— with an interest and are irrevocable by death or otherwise; and the rights and remedies— concedidos en este Instrumento de Garantia conflevan interés y son irrevocables pur causa de— provided in this instrument are cumulative to remedies provided by law,— muerte o cualquier otra causa: y los derechos y remedios dispuestos en este Instrumento de—



SIXTEEN (16) Transfer of the Property or a Beneficial Interest in Borrower, If all———————————————————————————————————
or any part of the Property or any interest in it is leased for a term greater than three (3)
years, leased with an option to purchase, sold, or transferred (or if a heneficial interest in
Borrower is sold or transferred and Borrower is not a natural person) without Lender's interest beneficiario on of Deudor y el Deudor no es una persona natural) sin el-
prior written consent, Lender may, a its option, require immediate payment in full
of all sums secured by this Security Instrument
SEVENTEEN (17) Nondiscrimination————————————————————————————————————
If Borrower intends to self or rent the Property or any part of it and has obtained————————————————————————————————————
Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, obtenido el consentimiento del Acreedor; (a) ni el Deudor ni ninguna persona autorizada para
will refuse to negotiate for the sale or rental of the Property, or will otherwise make representar at Dendor podrá rehusarse a negociar la venta o arrendamiento de la Propiedad o la
unavailable or deny the Property to anyone because of race, color, religion, sex, national origin,
handicap, age, or familial status, and (h) Borrower recognizes as illegal and hereby disclaimssexo, nacionalidad, incapacidad, edad o estado civil y (h) el Deudor reconoce que es ilegal y por
and will not comply with or attempt to enforce any restrictive covenants on dwelling
relating to race, color, religion, sex, national origin, handicap, age or familial status
EIGITTEEN (18) Sale of Note; Change of Loan Servicer————————————————————————————————————
The Note or a partial interest in the Note (together with this Security Instrument)————————————————————————————————————
may be sold one or more times without prior notice to Borrower. A sale may result in a change Garantia) pueden venderse una o más veces sin el consentimiento previo del Dendor. Esta venta
in the entity (known as the "Loan Servicer") that collects monthly payments due under- puede tener como resultado un cambio en la entidad conocida como Proveedor de Préstamo que-
the Note and this Security Instrument. There also may be one or more changes of the Loan-cobra los pagos mensuales venederos bajo el Pagaré y esta Hipoteca. También pueden darse
Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower
will be given written notice of the change in accordance with paragraph 13 above
and applicable law. The notice will state the name and address of the new Loan Servicer a lo dispuesto en el párrafo 13 y la ley aplicable. Esta notificación incluirá el nombre y la
and the address to which payments should be made. dirección del nuevo Provecdor de Préstamo y la dirección donde deben enviorse los pagos.
NINETEEN (19) Uniform Federal Non-Judicial Forcelosure————————————————————————————————————
If a uniform federal non-judicial foreclosure law applicable to foreclosure of————————————————————————————————————
this security instrument is enacted. Lender shall have the option to foreclose this
instrument in accordance with such federal procedure. Instrumento de Garantía de conformidad con dichos procedimientos federales
TWENTY (20) Hazardous Substances



1	Borrower shall not cause or permit the presence, use, disposal, storage or release of
ii S	my hazardous substances on or in the Property. The preceding sentence shall not apply to
	he presence, use, or storage on the Property of small quantities of hazardous substances that thmacenaje en la Propiedad de pequeñas cantidades de substancias peligrosas que generalmento
	are generally recognized to be appropriate to normal residential uses and to maintenance of the to-connoco-conta-apropiadas-para el-uso-normal-de-una residencia-4-el-mantenimiento de la-
	Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property Propiedad, El Deudor no hará ni permitirá que nadie hago ningún acto que afecte la Propiedad o
	hat is in violation of any federal, state, or local environmental law or regulation pe constituya una violación de una ley, reglamenta ambiental federal, estatal o local
l	Borrower shall promptly give Lender written notice of any investigation, claim, El Deudor notificará por escrito al Acreedor de cualquier investigación, reclamación,
	demand, lawsuit or other action by any government or regulatory agency or
֡	private party involving the Property and any hazardous substance or
•	environmental law or regulation which Borrower has actual knowledge
	conocimiento
	Il Borrower learns, or is notified by any government or regulatory authority, that———————————————————————————————————
•	any removal or other remediation of any hazardous substance affectingefectos de que es necesario remover o remediar la presencia de substancias peligrosas de la
	the Property is necessary, Borrower shall promptly take all necessary remedial actions in
	accordance with applicable environmental law and regulations. conformidad con las leyes y reglamentos ambientales aplicables.
	As used in this paragraph, "hazardous substances" are those substances defined as
	toxic or hazardous substances by environmental law and the following substances:
	gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and substancias: gasolina, keroseno, otros productos de petróleo táxicos e inflamables, pesticidas
	herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
	radioactive materials. As used in this paragraph, "environmental law" means federal laws andmateriales radioactivos. El término Ley Ambiental significa las leyes y reglamentos federales y a
	regulations and laws and regulations of the jurisdiction where the Property is located that relate- las leyes y reglamentos de la jurisdicción donde esté localizada la Propiedad relacionadas a la
	to health, safety or environmental protection,
	TWENTY ONE (21) Cross Collateration
	Default hereunder shall constitute default under any other real estate
	security instrument held by Lender and executed or assumed by Borrower, and incumplimiento bajo cualquier otro Instrumento de Garantia a layor del Acreedor otorgada o
	default under any other such security instrument shall constitute default hereunderasumida por el Deudor y cualquier incumplimiento hajo ese otro Instrumento de Garantia será
	considerado como incumplimiento bajo éste.



and agree as follows:
SHOULD DEFAULT occur in the performance or discharge of any obligation in this————————————————————————————————————
instrument or secured by this instrument or should the parties named as Borrower die or beeste Instrumento o Garantía o en el caso de que la parte designada como Deudor muera o sea
 declared incompetent, or should any of the parties named as Borrower be discharged indeclared incapaz, o en el caso de cualquiera de las partes designada como Deudor sea declarada
bankruptey or declared an insolvent, or make an assignment for the benefit of insolvente o reciba descargo de sus obligaciones en quiebra o hiciera una cesión en beneficio de
creditors. Lender, at its option, with or without notice, may: (a) declare the entire amount
unpaid under the note and any indebtedness to Lender hereby secured immediately due andvencida y pagadera la totalidad de la cantidad adendada bajo el Pagaré y cualquier otra deuda al
payable, (b) for the account of Borrower ineur and pay reasonable expenses for repair or- Acreedor aquí garantizada; (b) a nombre del Deudor incurrir y pagar cualquier gasto razonable
maintenance of and take possession of, operate or rent the Property. (c) upon application
by it and production of this instrument, without other evidence and without notice of hearingen virtud de este Instrumento, sin necesidad de otra evidencia ni notificación ni audiencia
of said application, have a receiver appointed for the Property, with the usual powers of law, and-relacionada a dicha solicitud, el nombramiento de un síndico para la Propiedad con todos los
receivers in such cases, (d) foreclose this instrument as provided herein or by- poderes usuales concedidos a tales sindicos en estos casos: (d) ejecutar esta garantia según aquí-
(e) enforce any and all other rights and remedies provided herein or by present or future laws previsto o dispuesto por ley; (e) poner en vigor y reclamar todos y cualesquiera otros derechos y
(f) that for the purpose of the first auction to be held in case
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,
de que sirva de tipo a in primera subasta que uebera eccorarse en exso ejecución de esta-
mortgagor does hereby appraise the mortgaged property in the principal amount
mortgagor does hereby annexise the mortgaged property in the principal amount
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mortgagor does hereby appraise the mortgaged property in the principal amount— hipoteca, de conformidad con la ley hipotecaria, según enmendada el deudor hipotecario por la mentioned in paragraph FIFTH— presente tasa los bienes hipotecados en la suma de principal mencionada en el parrafo QUINTO. (g) Mortgagor hereby waives the requirements of law and agrees to be— (g) El deudor hipotecario por la presente remuncia al tràmite de requerimiento— considered in default without the necessity of any notification of default or demand for payment— y se considerará en mora sin necesidad de notificación alguna por parte— on the part of mortgagec. This mortgage is subject to the rules and regulations of the— del nereedor hipotecario. Esta hipoteca está sujeta a los reglamentos del Servicio Agricola— Farm Service now in effect, and to its future regulations— ahora en vigor y a futuros reglamentos— non inconsistent with the provisions of this mortgage, as well as to the— no inconsistentes con los términos de esta hipoteca, así como también sujeta a— laws of the Congress of the United States of America authorizing the making and— las leyes del Congreso de Estados Unidos de America que autorizan la usignación— insuring of the loan herein before mentioned,— y aseguramiento del préstama antes mencionado. (b) The amounts appraised by this mortgage as a follows:—
mortgagor does hereby appraise the mortgaged property in the principal amount—hipoteca, de conformidad con la ley hipotecaria, según enmendada el deudor hipotecario por la mentioned in paragraph FIFTH—presente tasa los bienes hipotecados en la suma de principal mencionada en el parrafo QUINTO. (g) Mortgagor hereby waives the requirements of law and agrees to be— (g) El deudor hipotecario por la presente renuncia al tràmite de requerimiento— considered in default without the necessity of any notification of default or demand for payment—y se considerará en mora sin necesidad de notificación alguna por parte— on the part of mortgagee. This mortgage is subject to the rules and regulations of the—del necedor hipotecario. Esta hipoteca está sujeta a los reglamentos del Servicio Agricola— Farm Service now in effect, and to its future regulations—ahora en vigor y a futuros reglamentos— non inconsistent with the provisions of this mortgage, as well as to the—no inconsistentes con los términos de esta hipoteca, así como también sujeta a— laws of the Congress of the United States of America authorizing the making and—las leyes del Congreso de Estados Unidos de America que autorizan la usignación—insuring of the loan herein before mentioned. y aseguramiento del préstamo antes mencionado. (h) The amounts guaranteed by this mortgage are as follows:— (h) Las cantidades garantizadas por esta hipoteca son las siguientes:— One. At all times when the note mentioned in paragraph THRD of—



	THIRTY THOUSAND DOLLARS (\$30,000.00)
	the principal amount of said note, together with interest as stipulated therein at the rate ofdel principal de dicho pagaré, con sus interescs según estipulados a razon del
	TWO POINT EIGHT SEVEN FIVE PERCENT (2.875%) PER ANNUM;
.,,,,,,	Two: At all times when said note is held by an insured lender: Dos: En todo tiempu cuando el pagaré es posoído por un prestamista asegurado:
	(A) THIRTYTHOUSAND DOLLARS (\$30,000.00)
	for indemnifying the mortgagee for advances to the insured lender
	by reason of mortgagor's failure to pay the installments as
	specified in the note, with interest as stated in paragraph NINTH, Three:se especifica en el pagaré, con intereses según se específica en párrafo NOVENO, Tres:
	(B) FORTY FIVE THOUSAND DOLLARS (\$45,000.00) (B) CUARENTICINCO MIL DÓLARES (\$45,000.00)
	for indemnifying the mortgagee further against any loss it might
	sustain under its insurance of payment of the note;
	Four: In any event and at all times whatsoever: Cuatro: En cualquier enso y en todo tiempo:
	(A) TWELVE THOUSAND DOLLARS (\$12,000.00) for default interest:
	(B) SIX THOUSAND DOLLARS (\$6,000.00)
	for taxes, insurance and other advances for the preservation————————————————————————————————————
	and protection of this mortgage, with interest at the rate stated in paragraph FIFTH,
	(C) THREE THOUSAND DOLLARS (\$3,000.00)
	for costs, expenses and attorney's fees in case of foreclosure. para costas, gastos y honorarios de ahogado en caso de ejecución.
	(D) THREE THOUSAND DOLLARS (\$3,000.00)(D) TRES MIL DÓLARES (\$3,000.00)
	for costs and expenditures incurred by the mortgagee in proceedings to defend its
	interests against any other person interfering with or contesting the right of possession of
	mortgagor to the property
	TWENTY THREE (23) The proceeds of forcelosure sale shall be applied in the following order-VEINTTRES (23). El producto de la venta en ejecución será aplicado en el siguiente orden:
	to the payment of: (a) costs and expenses incident to enforcing or complying with the
	provisions hereof, (b) any prior liens required by law or a competent court to be so paid,
	(c) the debt evidenced by the note and all indebtedness to Lender secured hereby
	(d) inferior liens of record required by law or a competent court to be so paid. garantizada: (d) el pago de todo gravamen inscrito posterior según lo requiera la ley o un
	(e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any————— Tribunal competente; (e) a opción del Acreedor, el pago de otras deudas del Deudor al Acreedor.



balance to Borrower. At foreclosure or other sale of all or any part of the
Property, Lender and its agents may bid and purchase as a stranger and may pay
Lender's share of the purchase price by crediting such amount on any debts of Borrower
 owing to Lender, in the order prescribed above.s
TWENTY FOUR (24) Borrower agrees that Lender will not be bound by any present or future
State laws. (a) providing for valuation, appraisal or exemption of the Property. (b) prohibiting
maintenance of an action for a deficiency judgement or limiting the amount thereof or
the time within which such action must be brought, (c) prescribing any other statute of- que limite la cantidad dispuesta o el término para instar tal acción; e) que disponga cualquier
limitations. (d) allowing any right of redemption or possession following any forcelosure sale,
or (c) limiting the conditions which Lender may by regulation impose, including the
interest rate it may charge, as a condition of approving a transfer of the
Property to a new Borrower, Borrower expressly waives the benefit of any such state laws, condición para aprobar el traspaso de una propiedad a otro deudor. El Deudor representante
Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate,renuncia al beneficio de cualquier ley estatal de esa naturaleza. El Deudor rinde renuncia y
of descent, dower, and curtesy
TWENTY FIVE (25) Attorneys' Fees
As used in this Security Instrument and the Note, "attorneys" fees" shall———————————————————————————————————
include any attorneys' lees awarded by an appellate court.————————————————————————————————————
TWENTY SIX (26) Release
Upon payment of all soms secured by this Security Instrument, Lender shall———————————————————————————————————
release this Security Instrument without charge to Borrower Borrower shall pay any
recordation costs
BY SIGNING BI-LOW, Burrower accepts and agrees to the terms and covenants———————————————————————————————————
contained in pages 1 through 18 of this Security Instrument and any rider executed by
Borrower and recorded with this Security Instrument. Deudor e inscrito con este Instrumento de Garantia.
TENTH: The mortgagor agrees and obligates himself to move————————————————————————————————————
and occupy the property object of this deed within the following sixty————————————————————————————————————
days from the date of final inspection, and in the event of unforeseen circumstancesdias a partir de la fecha de la inspección final; y en enso de circunstancias imprevistas
beyond his control which would impede him to do so, he with



notify it in writing to the Rural Development Manager
ELEVENTH: All improvement, construction or building constructed————————————————————————————————————
on said farm(s) during the term herein before referred to, must be made with the previousen dicha fines durante la vigencia antes mencionada deberá ser construída previa
consent in writing of mortgagee in accordance with present regulations————————————————————————————————————
or future ones that may be promulgated pursuant to the federal and
focal laws not inconsistent or incompatible with the present laws which govern- y locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
these types of loans,
ACCEPTANCEACEPTACIÓN
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once————————————————————————————————————
I, the authorizing Notary, have made to him (them) the pertinent legal warnings. Yo. el Notario autorizante, le (les) hice las advertencias legales pertinentes
So they say and execute before me, the authorizing Notary, the appearing party (parties)
without demanding the presence of witnesses after waiving his (their) right to do so of whichsin requerir la presencia de testigos después de renunciar su derecho a ello del que
l advised him (them)
After this deed was read by the appearing party (parties) he (they) ratify its————————————————————————————————————
contents, place(s) his (their) initials on each of the folios of this deed
including the last one, and all sign before me, the authorizing Notary who GIVES FAITH
to everything contained in this deed
ON BAEZ DIA

VERTO RICC



CLIENT: ARNALDO LUIS ORTIZ SUÁREZ

REF: 1521.282

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 706, recorded at page 100 of volume 114 of the Property of San Maricao, Registry of

Germán, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Porción de terreno sita en el Barrio Indiera Baja de Maricao, compuesta de 41.52 cuerdas, equivalentes a 16 hectáreas y 32 áreas. En linderos: NORTE, con Francisco Frontera, separados en parte por una quebrada hoy de Juan Rodríguez; SUR, con terrenos de Silvestre Bartolomey, separados por un camino vecinal y terrenos de José Aymat; ESTE, con terrenos de la Sucesión Tomás Martínez, hoy de Federico Aymat; OESTE, con terrenos de Francisco Fronteras.

Contiene dos casas dedicadas a vivienda, de madera y zinc, otra dedicada a tienda, de madera y zinc y otra, dedicada a escuela, de madera y zinc.

TITLE:

This property is registered in favor of ARNALDO LUIS ORTIZ SUÁREZ and his wife MARÍA CELESTE PACHECO COLÓN, who acquired it by purchase from United States of America, at a price of \$84,700.00, pursuant to deed #25, executed in Mayaguez, Puerto Rico, on May 14, 1993, before Enrique Alcaraz Casablanca Notary Public, recorded at page 114 of volume 96 of Maricao, property number 706, 22th inscription.

Presented on May 18, 1993 Recorded on September 21, 1994

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- By reason of itself this property is encumbered by the II. following:
- MORTGAGE: Constituted by Arnaldo Luis Ortiz Suárez and his 1. wife María Celeste Pacheco Colón, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$84,700.00, with 5% annual interests, due on 40 years, constituted by deed #26, executed in Mayagüez, Puerto Rico, on May 14, 1993, before Enrique Alcaraz Casablanca Notary Public, recorded at page 114 of volume 96 of Maricao, property number 706, 22th inscription. Conditions

Presented on May 18, 1993 Recorded on September 21, 1994

2. MORTGAGE: Constituted by Arnaldo Luis Ortiz Suárez and his wife María Celeste Pacheco Colón, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$17,190.00, with 3.75% annual interests, due on 20 years, constituted by deed #61, executed in Mayagüez, Puerto Rico, on July 22, 1999, before Franklin Rodríguez Mangual Notary Public, recorded at page 100 of volume 114 of Maricao, property number 706, 23rc inscription.

Presented on August 2, 1999 Recorded on February 1, 2007

ESTUDIOS DE TITULO SEGUROS DE TITULO P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 TELS. (787) 748.1130 / 748-8577 - FAX (787) 748-1143 estudios@eaglettiepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

PROP

PAGE #2 PROPERTY #706

3. MORTGAGE: Constituted by Arnaldo Luis Ortiz Suárez and his wife María Celeste Pacheco Colón, over the crops during 1999 at 2019, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$17,190.00, with 3.75% annual interests, due on July 22, 2019, constituted by deed #62, executed in Mayagüez, Puerto Rico, on July 22, 1999, before Franklin Rodríguez Mangual Notary Public, recorded at overleaf of page 100 of volume 114 of Maricao, property number 706, 24th inscription.

Presented on August 2, 1999 Recorded on February 1, 2007

The mortgages of \$84,700.00 and \$17,900.00 of the 22^{th} , 23^{th} and 24th inscriptions were modified as follows: The mortgage in the amount of \$84,700.00, at January 29, 2010, reflects a total principal balance of \$82,972.48 and \$16,420.95 of interests, for a total of principal and interests that adds up \$99,393.43, agreeing here the parties that this mortgage will be payable as follows: annual terms of \$7,197.00 each, starting January 28, 2011, and successively everyday January 28 of each year, the last term in 23 years after the granting of this deed is due. The interest on this debt will be computed at a rate of 4.750% of the principal not paid, the parties agrees to extend this mortgage to all the crops produced by the property. Valued for in case of legal claim in this property \$99,394.43. The mortgage for the amount of \$17,190.00, also agree and agree to modify the terms of the mortgage for the principal amount of \$17,190.00 of the 23th and 24th inscriptions as follows: The mortgage in the amount of \$17,190.00, at January 29, 2010, reflects a total principal balance of \$10,955.41 and interests of \$1,269.63, for a total of principal and interests that add up of \$12,225.04, agreeing here the parties that this mortgage will be payable as follows: annual terms of \$1,081.00 each, starting January 28, 2011, and successively everyday January 28 of each year, the last term in 15 years after the granting of this deed is due. The interest on this debt will be computed at a rate of 3.750% of the principal not paid, the parties agrees to extend this mortgage to all the crops produced by the property. It is assessed in case of execution at \$12,225.04, constituted by deed #16, executed in Mayagüez, Puerto Rico, on January 29, 2010, before Susan Báez Dixon Notary Public, recorded at overleaf of page 100 114 of Maricao, property number 706, volume inscription.

Presented on February 5, 2010 Recorded on November 8, 2010

5. MORTGAGE: Constituted by Arnaldo Luis Ortiz Suárez and his wife María Celeste Pacheco Colón, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$30,000.00, with 2.875% annual interests, due on May 7, 2017, constituted by deed #75, executed in Mayagüez, Puerto Rico, on May 7, 2010, before Susan Báez Dixon Notary Public, recorded at page 101 of volume 114 of Maricao, property number 706, 26th and last inscription.

Presented on May 18, 2010 Recorded on November 8, 2010



ESTUDIOS DE TITULO SEGUROS DE TITULO P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 TELS. (787) 748-1143 estudios@eaglettlepr.com

PAGE #3 PROPERTY #706

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to February $12^{\rm th}$, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees when entering the data in the system.

Authorized signature

mcr/mv/F

- I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:
 - 1. That my name and personal circumstances are the above mentioned.
 - 2. That on February 12th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
 - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.
- I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 15 day of Uctober of 2020.

Elias Díaz Bermúdez

AFFIDAVIT NUMBER 4,325.

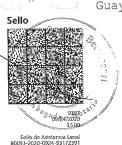
Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

Guaynabo, Puerto Rico, this day of October of 2020.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



H



A Diante Betanemt

Exhibit 9

UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower:

Ortiz Suarez, Arnaldo

Case No:

63-018-5835

CERTIFICATION OF INDEBTEDNESS

I, Jean P. Tilen Napoli, of legal age, married, a resident of Patillas, Puerto Rico in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

 The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of September 25, 2020

Loan Number	41-04		
Original Note Amount	\$84,700.00		
Original Note Date	5/14/1993		
Date of Last Payment	04/01/2019 Offset		
Principal Balance	\$99,393.43		
Unpaid Interest	\$46,678.58		
Misc. Charges	\$0.00		
Total Balance	\$146,071.99		
Daily Interest Accrual	\$ 12.9348		
Amount Delinquent	\$68,345.28		
Years Delinquent	9		

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
 of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.
 Digitally signed by JEAN TILEN NAPOLI (Affiliate) DN: CHUS, GOVERNMENT,

poli

NaPOLI (Affiliate)
DN: C+US, on U.S. Government,
ou-Department of Agriculture,
0.9.2342.19200300.100.1.1=1200100
3879325, on-JEAN TILEN NAPOLI
(Affiliate)
Date: 2020.09.25 11:0144 -04'00'
Adobe Acrobat version:
2020.012.20041

Jean P. Tilen Napoli LRTF Contractor September 25, 2020

UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower: Ortiz Suarez, Arnaldo Case No: 63-018-5835

CERTIFICATION OF INDEBTEDNESS

I, Jean Philippe Tilén Napoli, of legal age, married, a resident of Guaynabo, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor for the Farm Service Agency, United States Department of Agriculture (USDA), state that:

The borrower's indebtedness is as shown in the following Statement of Account, according
to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of September 25, 2020

Loan Number	43-05	
Original Note Amount	\$17,190.00	
Original Note Date	7/22/1999	
Date of Last Payment	NONE	
Principal Balance	\$12,225.04	
Unpaid Interest	\$4,884.58	
Misc. Charges	\$ -	
Total Balance	\$17,109.62	
Daily Interest Accrual	\$ 1.25	60
Amount Dellnquent	\$10,810.00	
Years Delinquent	9	

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
 of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

J. P. Tilon Wapali

Digitally signed by JEAN TILEN NAPOLI (Affiliate)
DN: <=US, o=U.S. Government,
ou=Department of Agriculture,
o.9.2342.1920300.100.13.1200100387
9225, c.=EAN TREEN NAPOLI (Affiliate)
Date: 2020.09.25 11.02.18.04007
Adobe Acrobal version: 2020.012.20041

Jean Philippe Tilén Napoli LRTF Contractor September 25, 2020

UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower:

Ortiz Suarez, Arnaldo

Case No:

63-018-5835

CERTIFICATION OF INDEBTEDNESS

I, Jean P. Tilen Napoli, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

The borrower's indebtedness is as shown in the following Statement of Account, according
to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of September 25, 2020

Loan Number	44-06
Original Note Amount	\$ 30,000.00
Original Note Date	5/7/2010
Date of Last Payment	NONE
Principal Balance	\$ 30,000.00
Unpaid Interest	\$ 8,745.95
Misc. Charges	\$ -
Total Balance	\$ 38,745.95
Daily Interest Accrual	\$ 2.3630
Amount Delinquent	\$ 38,745.95
Years Delinquent	Fully Matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

g. N. Thad Mapali

Digitally signed by JEAN TILEN NAPOLY (Afficiate)
DN: eVS, 6- U.S. Government, our Separament of Agriculture, 0.9 2342-19200 000; 100.1,1-120 01003879375, cm-JEAN TREN NAPOLY (Afficiate)
Date: 7020-7025 1:192-88
-4010*
-4010*
Addote Acrobat version: 2070-017-20941

Jean P. Tilen Napoli LRTF Contractor September 25, 2020

Exhibit 10

SCRA 5.6



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-5835

Birth Date:

Last Name: **ORTIZ SUAREZ**

First Name: **ARNALDO**

Middle Name: **LUIS**

Status As Of: Oct-22-2020

Certificate ID: 2P3QW73XYGFF05X

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date				
Active Duty Start Date	Active Duty End Date	Status	Service Component	
NA	NA	No	NA	
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date				

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date					
Order Notification Start Date Order Notification End Date Status Service Component					
NA	NA	No	NA		
This response reflects whether the individual or his/her unit has received early notification to report for active duty					

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) reporting System (DEERS) reporting System (DEERS) reporting Systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1835

Birth Date:

Last Name: PACHECO COLON

First Name: MARIA

Middle Name: CELESTE

Status As Of: Oct-22-2020

Certificate ID: H0WFHMG7GR10H35

On Active Duty On Active Duty Status Date				
Active Duty Start Date Active Duty End Date Status Service Component				
NA	NA	No	NA	
This response reflects the individuals' active duty status based on the Active Duty Status Date				

Left Active Duty Within 367 Days of Active Duty Status Date					
Active Duty Start Date Active Duty End Date Status Service Component					
NA	No	NA			
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date					

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date					
Order Notification Start Date Order Notification End Date Status Service Component					
NA	NA	No	NA		
This response reflects whether the individual or his/her unit has received early notification to report for active duty					

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955 The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) reporting System (DEERS) reporting System (DEERS) reporting Systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

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Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America, acting through the United States Department of Agriculture))))
Plaintiff(s))
v.	Civil Action No.
ARNALDO LUIS ORTIZ SUÁREZ, et als.	FORECLOSURE OF MORTGAGE
)))
Defendant(s))
SUMMONS IN A	A CIVIL ACTION
To: (Defendant's name and address) ARNALDO LUIS ORTIZ SU St. Rd. 426, Km. 2.2 Indiera Wd. Maricao, P.R. 00606	ÁREZ
A lawsuit has been filed against you.	
Within 21 days after service of this summons on your are the United States or a United States agency, or an officer P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	wer to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑ P.O. BOX 3908	NO FAS
GUAYNABO PR 00970	
If you fail to respond, judgment by default will be e You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)				
was re-		the summons on the individual	at (place)		
			on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	nalf of (name of organization)		
			on (date)	; or	
	☐ I returned the summ	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

District of 1	delto Ideo
United States of America, acting through the United States Department of Agriculture)	
Plaintiff(s)	
v.)	Civil Action No.
ARNALDO LUIS ORTIZ SUÁREZ, et als.	FORECLOSURE OF MORTGAGE
)))	
Defendant(s)	
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) MARÍA CELESTE PACHECO St. Rd. 426, Km. 2.2 Indiera Wd. Maricao, P.R. 00606	COLÓN
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion rules whose name and address are:	er to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO P.O. BOX 3908 GUAYNABO PR 00970	O FAS
If you fail to respond, judgment by default will be ent You also must file your answer or motion with the court.	tered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
Date:	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was ra	This summons for (naceived by me on (date)	ame of individual and title, if an	y)	
was ie	cerved by the on (aate)		·	
	☐ I personally serve	ed the summons on the ind	ividual at (place)	
			on (date)	; or
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)	
		,	a person of suitable age and discretion who resi	des there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process	on behalf of (name of organization)	
			on (date)	; or
	☐ I returned the sun	nmons unexecuted because	e	; or
	☐ Other (specify):			
	My fees are \$	for travel and \$	for services, for a total of \$	0 .
	I declare under pena	lty of perjury that this info	ormation is true.	
Date:				
			Server's signature	
		_	Printed name and title	
		_	Server's address	

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

District of	Puerto Kico
United States of America, acting through the United States Department of Agriculture Plaintiff(s) v. ARNALDO LUIS ORTIZ SUÁREZ, et als.)))) Civil Action No.) FORECLOSURE OF MORTGAGE
Defendant(s)))))
SUMMONS IN A	A CIVIL ACTION
To: (Defendant's name and address) Conjugal Partnership Ortiz- St. Rd. 426, Km. 2.2 Indiera Wd. Maricao, P.R. 00606	Pacheco
A lawsuit has been filed against you.	
JUAN CARLOS FORTUÑ P.O. BOX 3908 GUAYNABO PR 00970	ŇO FAS
If you fail to respond, judgment by default will be executed You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nanceived by me on (date)	ne of individual and title, if any)			_
	☐ I personally served	the summons on the indivi	idual at (place)		
			on (date)	; or	
	☐ I left the summons		ee or usual place of abode with (name)		
			person of suitable age and discretion who res		
	on (date)	, and mailed a co	py to the individual's last known address; or		
		ons on (name of individual)		, who is	
	designated by law to	accept service of process of	n behalf of (name of organization)		_
			on (date)	; or	
	☐ I returned the sumr	nons unexecuted because		; or	
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$	0	
	I declare under penalt	y of perjury that this inforn	nation is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

Additional information regarding attempted service, etc:

Case 3:20-cv-01568 Document 1-14 Filed 10/22/20 Page 1 of 1

UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorne	y Name (Last, Firs	st, MI): Fortuño, Juan Carlos	
USDC-	PR Bar Number:	211913	
Email A	Address:	jcfortuno@fortuno-law.com	
1.	Title (caption) of t	the Case (provide only the names of the <u>first</u> party on <u>each</u> side):	
	Plaintiff:	UNITED STATES OF AMERICA, acting through the USDA	
	Defendant:	ARNALDO LUIS ORTIZ SUÁREZ; ET ALS.	
2.	Indicate the categor	ory to which this case belongs:	
	○ Ordinary Civil	il Case	
	Social Securi	nty	
	Banking		
	Injunction		
3.	Indicate the title a	and number of related cases (if any).	
	N/A		
4.	Has a prior action	between the same parties and based on the same claim ever been filed before this Court?	
	Yes		
	⊠ No		
5.	Is this case require	ed to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?	
	Yes		
	⊠ No		
6.	Does this case que	estion the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)	
	Yes		
	⊠ No		
Date Su	bmitted:		

rev. Dec. 2009

Print Form

Reset Form

Case 3:20-cv-01568 Document 1-15 Filed 10/22/20 Page 1 of 1 / 52/. 282

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The 3S 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

burkees or minuting me cum o	outer onces: form morney areas	on man . mon. or . mo	1210119			
l. (a) PLAINTIFFS			DEFENDANTS			
UNITED STATES OF AMERICA			ARNALDO LUIS ORTIZ SUÁREZ, et als.			
(b) County of Residence of (E.	of First Listed Plaintiff ACEPT IN U.S. PLAINTIFF CASES)		NOTE: IN LAND CO	of First Listed Defendant (IN U.S. PLAINTIFF CASES O INDEMNATION CASES, USE TO OF LAND INVOLVED.		
(c) Attorneys (Firm Name, Juan C. Fortuño Fas Po Box 3908, Guaynabo Tel. 787-751-5290	Address, and Telephone Number)		Attorneys (If Known)			
II. BASIS OF JURISDI	CTION (Place an "X" in One Box (Only) III. C		RINCIPAL PARTIES	Place an "X" in One Box for Plaintifj	
✓ 1 U.S. Government Plaintiff	☐ 3 Federal Question (U.S. Government Not a Pa	<i>rrty)</i> Cit	(For Diversity Cases Only) PT tizen of This State			
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizenship of Par		rizen of Another State	2		
			rizen or Subject of a Foreign Country		□ 6 □ 6	
IV. NATURE OF SUIT	(Place an "X" in One Box Only) TORTS	parawa kira da ilaha katin batilar bilah	FORFEITURE/PENALTY	Click here for: Nature of BANKRUPTCY	of Suit Code Descriptions. OTHER STATUTES	
□ 110 Insurance □ 120 Marine □ 130 Mailer Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excludes Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise □ REAL PROPERTY □ 210 Land Condemnation ≥ 220 Forcelosure □ 230 Rent Lease & Ejectment □ 240 Torts to Land □ 245 Tort Product Liability □ 290 All Other Real Property	PERSONAL INJURY PE 310 Airplane 365 315 Airplane Product Liability 367 367 367 367 367 368 340 Assault, Libel & Slander 330 Federal Employers' Liability 368 340 Marine 345 Marine Product Liability PER 350 Motor Vehicle 370 370 355 Motor Vehicle 371 Product Liability 380 360 Other Personal Injury 385 362 Personal Injury 385 362 Personal Injury 463 Personal Injury 540 341 Voting 443 Housing/ Accommodations 445 Amer. w/Disabilities 535 Employment 346 Amer. w/Disabilities 535 Employment 350 364 360	RSONAL INJURY Decisional Injury - Product Liability Deltath Care/ Pharmaceutical Personal Injury Product Liability B Asbestos Personal Injury Product Liability SONAL PROPERTY Other Fraud Truth in Lending Other Personal Property Damage Product Liability Other Personal Decisional Property Damage Decisional Property Damage Decisional	CABOR TABOR 710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Employee Retirement Income Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions	□ 422 Appeal 28 USC 158 □ 423 Withdrawal 28 USC 157 ■ PROPERTY RIGHTS □ 820 Copyrights □ 830 Patent □ 835 Patent - Abbreviated New Drug Application □ 840 Trademark ■ SOCIAL SECURITY □ 861 HIA (1395ff) □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) ■ FEDERAL TAX SUITS □ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	□ 375 False Claims Act □ 376 Qui Tam (31 USC 3729(a)) □ 400 State Reapportionment □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce □ 460 Deportation □ 470 Racketeer influenced and Corrupt Organizations □ 480 Consumer Credit □ 485 Telephone Consumer Protection Act □ 490 Cable/Sat TV □ 850 Securities/Commodities/Exchange □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 893 Environmental Matters □ 895 Freedom of Information Act □ 896 Arbitration □ 899 Administrative Procedure Act/Review or Appeal of Agency Decision □ 950 Constitutionality of State Statutes	
	Cite the U.S. Civil Statute un	ate Court Re	(specify) (Do not cite jurisdictional stat	r District Litigation Transfer utes unless diversity):		
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS IS A CUNDER RULE 23, F.R.		DEMAND \$ 201,927.58	CHECK YES only JURY DEMAND:	if demanded in complaint:	
VIII. RELATED CASI IF ANY				DOCKET NUMBER		
DATE	SIG	enature of atternation	TOF RECORD TO			
FOR OFFICE USE ONLY	AOUNT	A DDI VING 150	HIDGE	MAG BIF	nge.	